

# **Exhibit B- Affidavit of Thomas Morris with Supporting Exhibits**

**NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**

Jeff Foster

Plaintiff,

vs.

PNC Bank, National Association

Defendant.

No. 12 CV 3130

Honorable Joan B. Gottschall

**AFFIDAVIT OF THOMAS W. MORRIS**

STATE OF OHIO )  
                    )  
                    ) ss.  
COUNTY OF CUYAHOGA )

I, Thomas W. Morris, being first duly sworn on oath, depose and say:

1. I am over eighteen years of age and am competent to testify with respect to the following matters.

2. I am an Officer and Senior Default Litigation Specialist at PNC Bank, National Association (“PNC”). I began working for PNC when National City Bank merged with and into PNC, effective November 2009. I was employed with National City Bank from January 1998 up to the merger in November 2009. I am familiar with the loan transaction at issue in this litigation, and make my declaration based on my review and understanding of records that PNC maintains in the ordinary course of business, including records that National City Bank maintained in the ordinary course of business prior to its merger with PNC, and if called as a witness, I could testify competently thereto.

3. I am familiar with and have access to the records of PNC with respect to the loan referenced herein. These records are kept in the ordinary course of PNC's regularly conducted consumer lending administration activities or were kept in the course of National City Bank's regularly conducted consumer lending administration activities, and it is the regular practice of PNC and was the practice of National City Bank to keep these records. It is PNC's regular practice and was National City Bank's regular practice to make these records at or near the time of the occurrence of the events reflected in the records. I have personally reviewed the documents, records, and other data relied on to make the statements in this Affidavit.

4. As part of my duties as an Officer and Senior Default Litigation Specialist, I assist PNC's in-house legal counsel and outside legal counsel with litigation. I routinely review PNC's records, including, but not limited to, loan origination files, servicing notes, payment histories, correspondence to borrowers, loss mitigation files, and PNC's document custody records to assist PNC's legal counsel in their preparation for all stages of litigation. Specifically, I assist PNC's legal counsel in preparing responses to discovery requests and preparing affidavits supporting legal briefing. I also review PNC's records in connection with preparing for and providing testimony at hearings, trials, and depositions in litigation.

5. Through my work activity, I have become familiar with the general manner in which payments are received and applied to a loan. I have also received training on and am familiar through regular use with the computer systems that reflect the terms of the loan, the payments made, and additional fees and charges associated with the account. I am also familiar with the scanning processes used to convert the information contained within documents into electronic data associated with the account and to store electronic images of the documents. I regularly access

images of mortgages and notes to confirm the accuracy of the information stated in affidavits and responses to discovery requests.

6. I have reviewed the records PNC maintains in the ordinary course of business concerning Jeff Foster, and am familiar with the contents of same as well as the corporate history of PNC.

7. In 2002, Foster obtained an equity line of credit in the original principal amount of \$1.2 million from National City Bank (“2002 Loan”).

8. Foster obtained a refinance of the 2002 Loan with MidAmerica Bank. This loan from MidAmerica was in the amount of \$1.89 million (the “2003 Loan”).

9. In 2006, Foster refinanced the 2003 Loan and obtained a Home Equity Line of Credit in the amount of \$1.89 million (the “Illinois Loan”).

10. The Illinois Loan is evidenced by a note dated May 31, 2006 (the “Illinois Note”). A true and accurate copy of the Illinois Note is attached as **Exhibit 1**.

11. The Illinois Loan is evidenced by an Equity Cash Line Credit Mortgage, executed by Foster and recorded with the Cook County Recorder of Deeds as Document No. 0617308074 on June 22, 2006 (the “Illinois Mortgage”). A true and accurate copy of the Illinois Mortgage is attached as **Exhibit 2**.

12. The Illinois Mortgage secures the property located at 6201 N. Kilpatrick, Chicago, IL 60646 (the “Illinois Property”).

13. The 2003 Loan was paid off when the Illinois Loan closed. A true and accurate copies of the closing statements are attached as **Exhibit 3**.

14. In 2009, Foster contacted PNC because he was having difficulty making payments due on the Illinois Loan.

15. PNC offered, and Foster accepted, a Short Term Repayment Modification Program. A true and accurate copy of the Short Term Repayment Modification Program letter is attached as **Exhibit 4**.

16. PNC advised Foster, in writing, that at the end of the Short Term Repayment Modification Program, the original terms and conditions of the Illinois Note and Mortgage applied and his monthly account payment would return to being calculated according to the normal terms of the original contract after April 7, 2011. A true and accurate copy of the Short Term Repayment Modification Program closing letter is attached as **Exhibit 5**.

17. As of December 2007, Foster had drawn down over \$700,000 on the line of credit from the Illinois Loan.

18. Foster made regular payments on the Illinois Loan in 2006, 2007, 2008, and January 2009 to March 2009. True and accurate copies of the Billing Statements for the Illinois Loan are attached as **Exhibit 6**.

19. Foster made payments under the Short Term Repayment Modification Program from April 2009 to April 2011. See Billing Statements attached as **Exhibit 6**.

20. Foster's payments on the Illinois Loan were automatically withdrawn from his checking account in 2006.

21. PNC applied the payments received in June 2, 2011, July 29, 2011, August 24, 2011 and August 31, 2011 to the monthly finance charge due. *See* Billing Statements attached as **Exhibit 6**.

22. In January 2012, PNC received a single notice of dispute from a CRA regarding the Illinois Loan. The CRA notified PNC that the customer stated that inaccurate information was on his account, but the CRA did not provide PNC details as to a more specific dispute. A true and accurate copy of the E-Oscar submission dated January 19, 2012 is attached as **Exhibit 7**.

23. PNC reviewed Foster's account and confirmed that the balance reported was accurate and updated the amount of the last payment. A true and accurate copy of the system notes are attached as **Exhibit 8**.

24. PNC determined Foster was 180 days past due and updated the account to reflect this information. *See Exhibits 7 & 8*.

25. PNC sent Foster a Grace Period Notice dated October 19, 2011, notifying Foster that the Illinois Loan was more than 30 days past due. A true and accurate copy of the October 19, 2011 Grace Period Notice is attached as **Exhibit 9**.

26. PNC sent Foster a Notice of Default dated April 24, 2012. A true and accurate copy of the Notice of Default is attached as **Exhibit 10**.

27. Foster failed to cure the default on the Illinois Loan by remitting the amounts due.

28. As of March 24, 2019 there is (1) principal due and owing under the Illinois Note in the total amount of \$1,868,151.55 (2) interest due and owing under the Illinois Note in the total amount of \$40,694.60; and (c) other charges totaling \$1,711.62 , for a total amount owing (excluding attorneys fees and costs) of \$1,910,557.77. A true and accurate copy of the payoff statement is attached as **Exhibit 11**.

FURTHER AFFIANT SAYETH NAUGHT

Dated this 24th day of May, 2019.

Name: Thomas N. Morris

Title: Officer

Subscribed and sworn to before  
me this 24th day of May, 2019

Notary Public, State of Ohio  
My Commission Expires: January 17, 2021



# **EXHIBIT 1**

## Home Equity Line of Credit Agreement and Promissory Note

Application #: 0604141445

Loan #: 0000000000

The following is an Agreement and Promissory Note (the "agreement") between MidAmerica Bank, fsb. (the "Bank") and each borrower who signs this agreement. The borrowers agree to be bound by this agreement, and to be legally responsible for repayment of the total amount owed.

The purpose of this loan is: REFINANCE/MAB LOAN

### PROMISE TO PAY

By signing this agreement the borrower promises to pay when due any credit advances made against the Home Equity Line of Credit Limit, as well as interest and other charges for such credit advances. The borrower further agrees that credit advances made pursuant to this agreement may be made on the signature and authority of any one of the borrowers signing below. Said signature shall operate to bind all borrowers to the repayment of any such funds so advanced to borrower pursuant to this agreement. The Bank shall not be required to inquire as to the authority or power of any borrower of this agreement to request a disbursement pursuant to the terms hereof but may rely upon the signature of any borrower as its authority to make credit advances as requested and, further, in accordance with the remaining terms of this agreement.

### SECURITY

The borrower is giving a security interest in the nature of a Mortgage on real property located at:

6201 N KILPATRICK AVE, CHICAGO, IL 60646

A mortgage will be recorded on this property by the Bank.

### TERM OF THIS AGREEMENT

#### The Draw Period

During the first ten (10) years of the twenty (20) year term of borrower's Home Equity Line of Credit, (the "Draw Period") borrower's Home Equity Line of Credit loan is a line of credit. From time to time during the Draw Period and subject to the terms of this agreement, borrower may obtain advances not to exceed at any time the credit limit of borrower's line of credit. After the expiration of the Draw Period, borrower will no longer be able to obtain advances under borrower Home Equity Line of Credit and borrower will be required to return to the Bank all unused Home Equity Line of Credit checks.

#### The Repayment Period

During the second ten (10) years of the twenty (20) year term of borrower's Home Equity Line of Credit, from 07/01/2016 (the "Conversion Date"), up to 06/01/2026 (the end of the "Repayment Period") borrower will no longer be able to obtain advances under borrower Home Equity Line of Credit and borrower will be obligated to repay the outstanding balance due on borrower Home Equity Line of Credit with interest. Checks written by borrower but not received by Bank before the Conversion Date will not be honored.

### MAXIMUM LOAN AMOUNT/CREDIT LIMIT

The borrower authorizes the Bank to make one or more credit advances against the Home Equity Line of Credit balance by the use of checks or other authorized instruments. The borrower agrees that credit advances against the Home Equity Line of Credit shall not be less than \$100.00 per advance. The borrower further agrees that credit advances will not exceed the Credit Limit of borrower's Home Equity Line of Credit account. If the borrower attempts to exceed the Credit Limit, the Bank will not be obligated to honor any credit advances in excess of the Credit Limit. In the event borrower does exceed the Credit Limit, the borrower shall be responsible for repayment of such amounts in accordance with the terms of this agreement.

The Credit Limit of borrower's Home Equity Line of Credit Account is \$ 1,890,000.00. Borrower agrees never to allow the balance due on borrower's Home Equity Line of Credit Account to exceed this limit.

FOSTER, JEFFREY  
**Redacted**  
Trailing Documents



\*01 201901\*

### CREDIT ADVANCES DURING THE DRAW PERIOD

After this agreement is executed, the Bank will provide twenty (20) checks that can be used to request credit advances against the Home Equity Line of Credit balance during the Draw Period; an account will be set up for this purpose. Thereafter, the borrower will be responsible for ordering any additional checks. The full amount paid by the Bank on each check will be added to the outstanding Home Equity Line of Credit balance as of the date of payment on the checks. The Bank may choose not to return the checks used by the borrower along with the billing statement; however, use of the checks will be reflected on the billing statement as a credit advance.

The borrower agrees to immediately notify the Bank in writing if the checks are lost or stolen. If for any reason, a check is returned unpaid the borrower agrees to pay the return check service charge in effect at that time to the Bank. A stop payment may be placed on a check if the borrower follows procedures established by the Bank, and pays customary charges for that service in effect at that time to the Bank.

### INTEREST RATE AND FINANCE CHARGES

The account will be subject to interest during each billing cycle that the account has an outstanding Home Equity Line of Credit balance. Bank will compute the Finance Charges for each billing cycle by multiplying the applicable Daily Periodic Rate times the actual number of days in the billing cycle times the daily average Home Equity Line of Credit balance for the billing cycle. All credit advances are subject to interest from the date that they are posted to the account until the date they are repaid; there is no "grace period." The applicable Daily Periodic Rate (and corresponding annual percentage rate) will be reflected on each monthly statement. The applicable annual percentage rate is determined by adding a margin to the value of an index as specified below. The Annual Percentage Rate that can apply during the Home Equity Line of Credit term will never be less than 4.06% Annual Percentage Rate or greater than 25.34% Annual Percentage Rate. During the Draw Period the Bank computes the Daily Periodic Rate by adding the margin to the current index and dividing that sum by three hundred sixty (360). During the Repayment Period the Bank computes the Daily Periodic Rate by adding the margin to the current index and dividing that sum by three hundred sixty five (365) or three hundred sixty six (366) whichever is applicable.

The index is the Prime Rate as published in the Money Rates section of the Midwest Edition of the WALL STREET JOURNAL on the last publishing day of each calendar month ("Announced Rate"). If the WALL STREET JOURNAL publishes a Prime Rate range, then the Prime Rate shall be the highest rate specified in said range. The index as determined on the last business day of a given month will apply to the average daily balance drawn on the Home Equity Line of Credit in the calendar month which follows. The index will increase or decrease with changes in the Prime Rate when that Prime Rate has increased or decreased from the previous index. In the event that the WALL STREET JOURNAL should cease to publish a Prime Rate, the Prime Rate of a financial institution selected by the Bank shall be an acceptable substitute therefore. To get to the Average Daily Balance the Bank takes the beginning principal balance of the Borrower's account each day, adds any new loan advances and other charges to the principal balance and subtracts any payments or credits allocable to principal. This gives the Banks daily balance. Then the Bank adds up all the daily balances for the billing cycle and divides that total by the number of days in the billing cycle.

The initial index shall be the most recent Prime Rate as published in the Money Rates section of the WALL STREET JOURNAL on the date of the initial disbursement of credit.

Today, the Index is 08.000 % per annum and thereof the initial daily periodic rate and corresponding ANNUAL PERCENTAGE RATE are as shown below:

Margin added to Index	Daily Periodic Rate	Annual Percentage Rate
-1.000%	.01944	7.100%

The margin and Daily Periodic Rate will be applied to the account each billing cycle and will apply to the entire Home Equity Line of Credit balance as of the close of business on the last day of the billing cycle. The corresponding annual percentage rate applied will not exceed the maximum interest rate specified below or the applicable state usury ceiling (if any), whichever is less. An increase in the Daily Periodic Rate will result in an increase to the Finance Charge, the account balance, and borrower's minimum periodic payments.

## **MINIMUM / MAXIMUM ANNUAL PERCENTAGE RATE**

The maximum annual percentage rate that can apply during the entire twenty (20) year term of borrower's Home Equity Line of Credit is 25.34%. In the event the annual percentage rate on the Home Equity Line of Credit determined as described above would exceed 25.34%, the Bank may, at its option, refuse to allow additional credit advances during the Draw Period beyond the amount existing at the date the annual percentage rate would have exceeded 25.34%. The Annual Percentage Rate that can apply during the entire twenty (20) year term of borrower's Home Equity Line of Credit will never be less than 4 . 06% Annual Percentage Rate or greater than 25.34% Annual Percentage Rate.

## **REPAYMENT OF THE LOAN DURING THE DRAW PERIOD, THE FIRST 10 YEAR TERM**

The Bank will provide a monthly billing statement that will include all credit advances, payments, interest charges and other charges for the previous billing cycle, the new Home Equity Line of Credit balance, the minimum payment due, the payment due date, and the annual percentage rate being applied to the Home Equity Line of Credit balance. The beginning date for each billing cycle shall be the first day of each month. The closing date for each billing cycle shall be the last day of each month. The minimum payment includes the accrued interest, late charges, and annual service fee, if any. Interest charges are calculated on the last day of the month (at a rate described above) based on the average daily Home Equity Line of Credit balance. The borrower agrees to pay the Bank at least the minimum payment due each month, as shown on the billing statement, which amount is due and payable on the Statement Due Date shown on the statement (generally the 5<sup>th</sup> day of each month). The period between the "Statement Due Date" and the Late Charge Date shown on the statement (generally the 20<sup>th</sup> of the month) is considered the "grace period". Borrower's minimum payment will not reduce the principal amount due under borrower's Line of Credit during the Draw Period.

## **REPAYMENT OF THE LOAN DURING THE REPAYMENT PERIOD, THE SECOND 10 YEAR TERM**

During the Repayment Period of borrower's Home Equity Line of Credit, the Minimum Payment will be in an amount equal to the accrued and unpaid finance charges, late charges and other charges authorized by this Agreement, including, without limitation, any expenses or advances incurred by us under the Security Instrument, plus 0.8333% of the Account Balance outstanding at the end of the Draw Period. During the Repayment period, payment of the Minimum Payment only may not fully repay your Loan Account Balance. If paying the Minimum Payment will neither reduce nor fully repay your Loan Account Balance, you will then be required to pay the entire balance in a single balloon payment on the Maturity Date. We are not obligated to refinance any portion of that indebtedness, but will consider your request to do so. You must be prepared to pay the full amount due upon the expiration of this Agreement. If you refinance this Account at maturity, you may have to pay some or all of the closing costs normally associated with a new loan even if you obtain financing with us.

## **APPLICATION OF PAYMENTS**

The borrower must pay to the Bank at least the minimum payment due in each billing cycle. Payment of more than the minimum payment in any billing cycle will not relieve the borrower from paying the minimum payment in any other billing cycle.

Payments received will be applied in the following order when posted - (1) accrued interest, if any; (2) late charges, if any; (3) annual service fee and/or other charges, if any; and (4) principal reduction.

The Home Equity Line of Credit requires interest, late fees (if any) and annual service fees (if applicable) as monthly payments. Any additional monies sent will immediately reduce the outstanding principal balance by that amount. Interest only payments cannot be paid in advance. Principal reduction payments cannot be made until all accrued interest, late charges, and annual service fees are satisfied.

## **LATE CHARGES**

If the Bank has not received the full amount of any monthly payment by the end of fifteen (15) calendar days from the Statement Due Date, borrower will pay a late charge to the Bank. The amount of the charge will be 5% of borrower's overdue payment of principal and interest, but not less than \$10. Borrower will pay this late charge promptly but only once for each late payment.

#### **OTHER CHARGES**

In addition to the accrued interest and other charges specified in this agreement, the borrower agrees to pay the following other one time charges which are not refundable as outlined below:

Title Insurance Fee	737.00
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The borrower will also be responsible for payment on any future check re-orders. Check re-order fees will be charged to the Equity Line of Credit balance.

#### **ANNUAL SERVICE FEE**

Annually, during the Draw Period of the Home Equity Line of Credit, the borrower agrees to pay by the payment due date in the month following the anniversary month of the execution of this agreement and annually thereafter a \$50.00 annual service fee. No refund of any of the annual service fee will be made in the event of cancellation of the Home Equity Line of Credit.

#### **EARLY CLOSURE FEE**

The Bank will charge \$750.00 if the Home Equity Line of Credit is closed within six (6) months (180 days) from the date of disbursement. The Bank will charge \$350.00 if the Home Equity Line of Credit is closed between the sixth (6th) month (181st day) and twenty-fourth (24th) month from the date of disbursement. This fee will only be charged if the Home Equity Line of Credit is paid off and the account is closed; it does not apply if the balance of the Home Equity Line of Credit is reduced to a zero balance but remains open. The fee must be paid at the time the Home Equity Line of Credit is paid off and closed.

#### **ASSIGNMENT**

The Bank may assign the Home Equity Line of Credit or any rights under this agreement without consent or notice to the borrower.

#### **DEFAULT-TERMINATION OF CREDIT LINE DURING THE DRAW PERIOD**

It is intended that the Draw Period of this Home Equity Line of Credit and all credit advances made under it shall be for a period of ten years unless sooner terminated by the borrower or due to the borrower's failure to comply with any terms of this agreement.

All amounts owing to the Bank shall be immediately due and payable without notice or demand if any of the following events occur:

1. Minimum payment is not made and remains unpaid for thirty (30) days after it becomes due.

2. The borrower becomes the subject of insolvency or bankruptcy proceedings and fails to make payments under this Agreement.
3. The death of all persons (the "borrowers") liable under this agreement.
4. False or misleading statements are made by the borrower in connection with this agreement.
5. Any term or condition of this agreement is breached by the borrower.
6. There is a default declared in any mortgage securing the real property described above.
7. The borrower acts or fails to act in a way that adversely affects the Bank's security in this agreement.

Upon occurrence of a default, the Bank will not be required to honor any more credit advances on the Home Equity Line of Credit

#### **RESTRICTING ADDITIONAL CREDIT ADVANCES**

The Bank may refuse to make additional credit advances or reduce the borrower's Credit Limit if any of the following occur:

1. Any of the events of default as defined in the Default/Termination paragraph above.
2. The value of the dwelling securing the Home Equity Line of Credit declines below its appraised value for the purposes of the agreement.
3. The Bank reasonably believes the borrower will not be able to meet the repayment requirements due to a material change in his or her financial circumstances.
4. The borrower is in default of a material obligation in the agreement.
5. Government action prevents the Bank from imposing the annual percentage rate provided for or impairs the Bank's security interest such that the value of the security interest is less than 120 percent of the Home Equity Line of Credit.
6. A regulatory agency has notified the Bank that continued credit advances would constitute an unsafe and unsound practice.
7. The maximum annual percentage rate is reached.

#### **DEFAULT DURING THE REPAYMENT PERIOD**

If borrower does not pay the full amount of each monthly payment on the date it is due during the repayment period, borrower will be in default. If borrower is in default, the Bank may send borrower a written notice telling borrower that if borrower does not pay the overdue amount by a certain date, the Bank may require borrower to pay immediately the full amount of principal which has not been paid and all the interest that borrower owes on that amount. The date must be at least thirty (30) days after the date on which the notice is delivered or mailed to borrower.

In addition to the protections given to the Bank under this agreement, a Mortgage dated the same date as this agreement protects the Bank from possible losses which might result if borrower does not keep the promises which borrower makes in this agreement. That Mortgage also describes how and under what conditions borrower may be required to make immediate payment in full of all amounts borrower owes under this agreement. Some of those conditions are described as follows:

**"Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower."

#### **PERIODIC REVIEW DURING DRAW PERIOD**

The Bank reserves the right at any time to review the credit history of the Home Equity Line of Credit and to re-evaluate the Home Equity Line of Credit according to the underwriting standards currently in use by the Bank at the time of re-evaluation. The borrower hereby agrees to provide the Bank, its successors and/or assigns, with any credit information requested by the Bank, its successors and/or assigns, during the Draw Period of the Home Equity Line of Credit, and to cooperate with any interview requested by the Bank, its successors and/or assigns, during the Draw Period of the Home Equity Line of Credit. The failure of the borrower to comply with the terms of this paragraph shall be considered an event of default under this agreement. The Bank reserves the following rights in the event that the borrower's credit history is unacceptable to the Bank based upon the Bank's underwriting standards at the time of the re-evaluation of the Home Equity Line of Credit, or in the event that the borrower is in default of borrower's obligations as set forth in this paragraph:

1. To prohibit additional credit advances or reduce the Home Equity Line of Credit;
2. To require that the unpaid Home Equity Line of Credit balance be repaid in equal monthly installments of principal and interest amortized over the remaining term of the Home Equity Line of Credit at the time of written notice of the repayment to the borrower. The first monthly installment shall be payable 30 days after written notice to borrower.

#### **COLLECTION COSTS**

The borrower agrees to pay all costs, expenses, disbursements and fees, including, but not limited to, reasonable attorney's fees, incurred by the Bank to collect any sums owed hereunder.

#### **SECURITY INTEREST AND RIGHT OF SET OFF**

As additional security for this Note and Agreement, the borrower gives the Bank a security interest and right of set off in any or all of the borrower's money, securities and other personal property on deposit or in possession or control of the Bank. The Bank may make any set off without notice to the borrower. If the account is a savings certificate account, any penalties required by law may be deducted from the account as if the borrower had withdrawn the money to pay the Bank.

#### **NOTICE**

Presentment, notice of dishonor, and protest are hereby waived by each borrower. This agreement shall be the joint and several obligation of all of the borrowers and shall be binding upon the borrower's successors and assigns. Any notice to the borrower provided for in this agreement shall be given by mailing such notice by certified mail addressed to the borrower at the address stated above, or to such other addresses as the borrower may designate by notice to the Bank. Any notice to the Bank shall be given by mailing such notice by certified mail, return receipt requested to the Bank at MidAmerica Bank, fsb, 2650 Warrenville Road, Downers Grove, Illinois 60515-1721, or at such other address as may be designated by the Bank.

#### **TAX DEDUCTIBILITY**

Borrower should consult a tax advisor regarding the deductibility of Home Equity Line of Credit interest and charges.

#### **REQUIRED PROPERTY INSURANCE**

Borrower agrees to purchase and to continue to maintain property insurance on the residence that is the subject of the mortgage securing this Home Equity Line of Credit agreement in an amount not less than the entire outstanding balance for all prior and current obligations secured by that residence or in such an amount as is satisfactory to Bank. Borrower may purchase required property insurance from anyone Borrower chooses that is acceptable to Bank.

#### **AMENDMENTS**

The Bank may make changes to this Agreement which unequivocally benefit the borrower, such as offering the borrower more payment options, extensions or renewals of the Home Equity Line of Credit, temporary reductions in rates or fees, or additional means to access the account. To the extent permitted by law, the Bank may also make insignificant operational changes such as changes involving the billing cycle and borrower's calculation method used to determine the Finance Charge. All other changes to the Agreement must be in writing.

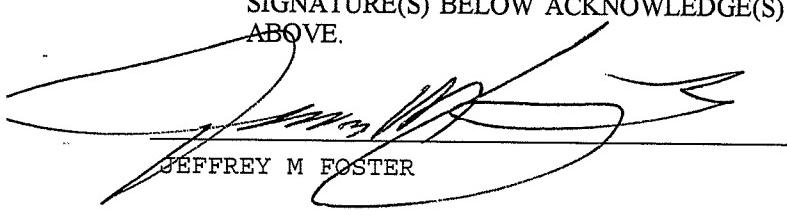
## TERMINATION

The borrower, or any owner of the home that is the subject of the mortgage securing this Agreement, may terminate the Home Equity Line of Credit Agreement at any time by sending the Bank a written notice of termination. If the Borrower or any owner of the home advises the Bank in writing of an intention not to be obligated (or not to obligate the home to the security of the mortgage) for any loans to be obtained on the Borrower's Home Equity Line of Credit Account, the Bank will treat that writing as the Borrower's notice that the Borrower wants the Account permanently closed. Upon termination the Borrower will remain obligated to repay all sums the Borrower owes as provided in this Agreement, including the Finance Charges and other amounts owing on the Account. This means the Borrower must continue to make Minimum Payments each month under the terms of this Agreement until all amounts the Borrower owes are paid in full. If there is more than one Borrower or owner of the home that is subject of the mortgage securing this Agreement, any one of them may act to terminate this Account.

## LAW THAT APPLIES

This agreement will be governed by the laws of ILLINOIS and applicable Federal laws and regulations. If any part of the agreement is unenforceable, this will not make any other part unenforceable.

SIGNATURE(S) BELOW ACKNOWLEDGE(S) RECEIPT OF AND AGREEMENT TO THE TERMS ABOVE.



JEFFREY M FOSTER

5/31/15  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# **EXHIBIT 2**

BG

WHEN RECORDED RETURN TO:  
MID AMERICA BANK, FSB.  
2650 WARRENVILLE ROAD  
SUITE 500  
DOWNERS GROVE, IL 60515-1721



Doc#: 0617308074 Fee: \$32.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 06/22/2008 08:41 AM Pg: 1 of 5

008332999  
CTIC-HE

EQUITY CASH LINE  
MORTGAGE

# Redacted

# Redacted

THIS MORTGAGE is made this 31st day of May, 2006, between the Mortgagor,

JEFFREY M FOSTER, AN UNMARRIED PERSON

(herein "Borrower"), and the Mortgagee,  
MidAmerica Bank, Fsb., (herein "Lender") a corporation organized and existing under the laws of the United States of America,  
whose address is 2650 WARRENVILLE ROAD, SUITE 500, DOWNERS GROVE, IL 60515-1721

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 1,890,000.00, which indebtedness is evidenced by Borrower's Equity Agreement and Promissory Note (herein "Note") providing for periodic payments as called for therein, with the balance of indebtedness, if not sooner paid, due and payable on June 1st, 2026

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook  
State of Illinois:

LOTS 132, 133, 134 AND THE SOUTHERLY 1/2 OF LOT 135 IN GEORGE F. KOESTER AND CO'S SECOND ADDITION TO SAUGANASH, A SUBDIVISION IN CALDWELL'S RESERVE IN TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 15, 1928 AS DOCUMENT 9956617, IN COOK COUNTY, ILLINOIS.

FOSTER  
MORTGAGEDEED



4489619840201544 xrt233

Parcel ID#: 13031130230000  
which has the address of 6201 N KILPATRICK AVE, Chicago  
[Street]  
Illinois 60646 (herein "Property Address");  
[ZIP Code] [City]

IL Equity Cash Line Mortgage-FNMA/FHLMC Uniform Instrument



01/04 Page 1 of 5  
W487001

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

**2. Application of Payments.** The borrower must pay to the Bank at least the minimum amount due in each billing cycle. Payment of more than the minimum payment in any billing cycle will not relieve the borrower from paying the minimum payment in any other billing cycle. Payments received will be applied in the following order when posted – (1) accrued interest, if any; (2) late charges, if any; (3) annual service fee and/or other charges, if any; (4) principal reduction.

**3. Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

**4. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien, which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

**5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

**6. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

**7. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

**8. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

**9. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

**10. Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

**12. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

**13. Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorney's fees" include all sums to the extent not prohibited by applicable law or limited herein.

**14. Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

**15. Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement, which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

**16. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

**17. Obligatory Advances.** This mortgage secures the repayment of certain sums advanced to the borrower under the Equity Agreement and Promissory Note. Provided Borrower is not in default with respect to any covenant or agreement under the terms of this Mortgage, and the Equity Agreement and Promissory Note, including the covenants to pay when due any sums secured by this Mortgage, Lender is obligated from time to time and upon demand of the Borrower to advance such additional sums requested by Borrower up to the total face amount of this Mortgage.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**18. Acceleration; Remedies.** Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees and costs of documentary evidence, abstracts and title reports.

**19. Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

**20. Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

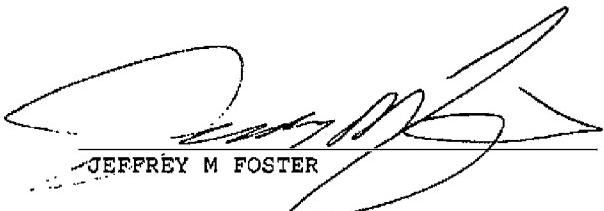
**21. Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

**22. Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property.

**REQUEST FOR NOTICE OF DEFAULT  
AND FORECLOSURE UNDER SUPERIOR  
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.



(Seal)

JEFFREY M FOSTER

(Seal)

(Seal)

(Seal)

*(Sign Original Only)*

STATE OF ILLINOIS,

County ss:

*COOK*

*MONIKA KOPEC*

I,

a Notary Public in and for said county and state do hereby certify that  
JEFFREY M FOSTER, AN UNMARRIED PERSON

, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

*31st* day of *MAY*, 2006

My Commission Expires: *1-6-8*

Notary Public

THIS INSTRUMENT WAS PREPARED BY:

KENNETH KORANDA

2650 WARRENVILLE ROAD

SUITE 500

DOWNTERS GROVE, IL 60515-1721

IL Equity Cash Line Mortgage-FNMA.FHLMC Uniform Instrument



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# **EXHIBIT 3**

Mortgagor(s): JEFFREY M FOSTER

Application #: **Redacted**  
Loan #: **Redacted**Property Address: 6201 N KILPATRICK AVE  
Chicago, IL 60646Closing Date: May 31, 2006  
Disbursement Date: June 5, 2006First Due Date: July 01, 2006  
Payment Information: Per Monthly Statement**Loan Type:** Conventional Loan**Purpose:** REFINANCE/ASSOCIATION LOAN

<b>Mortgage Loan Amount</b>	1,890,000.00
Title Insurance Fee	737.00
<b>Disbursements to Others</b>	
MID AMERICA BANK	1,150,625.75
<b>Total Disbursements</b>	1,151,362.75
<b>Remaining Available Credit Line</b>	738,637.25
<b>Amount Due from Borrower</b>	0.00

**MidAmerica Bank**By: KARI SOMMERS

The undersigned acknowledges receipt of this Agency Closing Transmittal/Closing Statement and agrees to the corrections thereof and authorizes and ratifies the disbursement of the funds as stated herein.

Borrower \_\_\_\_\_

Borrower \_\_\_\_\_

JEFFREY M FOSTER

Borrower \_\_\_\_\_

Borrower \_\_\_\_\_



\*01201601\*

W201601 4/06

PNC008096


**EQUITY CLOSING STATEMENT**

Mortgagor(s): JEFFREY M FOSTER

Application #: **Redacted**  
Loan #:Property Address: 6201 N KILPATRICK AVE  
Chicago, IL 60646Closing Date: May 31, 2006  
Disbursement Date: June 5, 2006First Due Date: July 01, 2006  
Payment Information: Per Monthly StatementLoan Type: Conventional LoanPurpose: REFINANCE/ASSOCIATION LOAN

Mortgage Loan Amount	1,890,000.00
Title Insurance Fee	737.00
Disbursements to Others	
MID AMERICA BANK	1,150,625.75
Total Disbursements	1,151,362.75
Remaining Available Credit Line	738,637.25
Amount Due from Borrower	0.00

1,139 735  
 737

1,151,362.75

1,140,472

10,890

# **EXHIBIT 4**

**JEFFREY M FOSTER**

**6201 N KILPATRICK AVE  
CHICAGO, IL 60646**

**Date:** 4/6/2009

**Re:** Repayment Program for Account Number: **Redacted** ("Account")

Dear **JEFFREY M FOSTER**,

Enclosed in this packet is:

- Letter confirming the terms and conditions of your Repayment Program.
- An ACH Automatic Payment Debit Form.
- Temporary Payment Coupons for your next two payments.

Please also note:

- Your reduced monthly payment must be received on or before the due date in your monthly statement at the following address:

**National City Bank**  
**ATTN: Payment Processing, Loc 01-7107**  
**6750 Miller Road**  
**Brecksville, OH 44141**

It has been a pleasure working with you. If you have any additional questions, please feel free to contact us at

**1-866-622-2657 ext. 62386.**

Sincerely,

**Nick Keleman**

Homeowners Assistance Negotiator

Date: 4/6/2009

Re: Home Equity Line of Credit Account Number:**Redacted** ("Account")  
Total Past Amount Due: \$3,006.15  
Short Term Repayment Modification Program ("Repayment Program")

Dear JEFFREY M FOSTER,

This letter confirms the terms and conditions of the Repayment Program that the Account borrowers (all borrowers collectively "you" or "your") have recently requested and that will apply to your Account.

**Summary of Changes**

The home equity line of credit agreement that governs your Account ("Line Agreement") is modified as set forth below. The provisions below are intended to replace temporarily parts of the sections of your Line Agreement called "Finance Charge for Line and Fixed Rate Lock Advances and During the Repayment Period." As noted below, while these modifications are in place, your interest rate and minimum monthly payment will be reduced.

**Changes to your Line Agreement**

Any capitalized term used in this letter but not defined has the same meaning as in the Line Agreement. Please refer to your Line Agreement while reviewing this letter.

- Your outstanding Line balance (including any unpaid finance charges) as of the date of this letter is **\$1,899,439.76**.
- Your outstanding FRL balance (including any unpaid finance charges), which balance does not include any FRL Advance related to the purchase of flood insurance, is **\$0.00**.
- If flood insurance was purchased for you, the premium for that insurance will continue to be accounted for on your Account as a separate FRL Advance, and no interest will accrue on this FRL balance. Your separate outstanding FRL balance related to the purchase of flood insurance is **n/a**.
- The **ANNUAL PERCENTAGE RATE\*** applicable to your outstanding Line balance and FRL balance (except, as noted above, any FRL balance related to flood insurance) will be reduced to a fixed rate of **One percent (1%) per annum for Twenty Four (24)** consecutive billing cycles beginning on **4/6/2009** and ending on **4/7/2011** ("Temporary Repayment Period"). The periodic rate of **FINANCE CHARGE\*\*** for each billing cycle during the Temporary Repayment Period will be **0.08333%\*\***. During the Temporary Repayment Period, your Line Minimum Payment will be **\$3,005.50** and your FRL Minimum Payment will be **\$0.00**. Both payments total **\$3,005.50** and this total is your "New Payment."
- Your first New Payment will be due on **5/7/2009**, and thereafter, on the date stated on your monthly statement. Complete payment instructions are set out on your monthly statement.
- During the Temporary Repayment Period, you will not be able to obtain Advances on your Line.

- At the end of the Temporary Repayment Period, all of the original terms and conditions of your Line Agreement will apply. If, at that time, you want to be able to obtain Advances on your Line, you must ask us to reinstate your credit privileges. However, your request may be declined if a condition then exists that would allow us to terminate or suspend your Line. Your request will be declined if your account privileges were terminated before the date of this letter.
- If you fail to comply with the terms of the Repayment Program, you will be in default of your Line Agreement, and the Repayment Program will immediately terminate without any additional notice to you unless required by applicable law.
- If the Repayment Program is terminated because of your default, the original terms and conditions of your Line Agreement will immediately apply, and you will no longer receive the reduced interest rate or be permitted to pay the corresponding New Payment as set out in this letter.
- During the Temporary Repayment Period, except as modified by this letter, all terms and conditions of your Line Agreement remain in effect.
- Your payment of your first New Payment means that you agree with all of the terms and conditions of the Repayment Program.
- If desired, please complete the attached ACH automatic payment debit form and return it to us using the enclosed envelope.

We look forward to working with you. If you have any questions, please feel free to contact us at  
**1-866-622-2657 ext. 62386.**

Sincerely,

**Nick Keleman**  
Homeowners Assistance Negotiator

\* The way in which finance charges are computed on your Line balance will not change.

\*\*The finance charge for each billing cycle is computed at the annual percentage rate (APR) divided by 12.

# **EXHIBIT 5**

***SHORT TERM MODIFICATION PROGRAM CONCLUSION LETTER***

**JEFFREY M FOSTER**

**6201 N KILPATRICK AVE  
CHICAGO, IL 60646**

**Date: 4/25/2011**

**Re: Account Number: Redacted (“Account”)**

**Dear JEFFREY M FOSTER,**

This letter confirms that your Short Term Modification Program will be concluding soon.

- Your Short Term Modification Program is scheduled to conclude on approximately **4/7/2011**.
- **Your monthly Account payment will return to being calculated according to the normal terms of your original contract.**
- Your monthly statements will continue to show the correct payment due dates and minimum amount due.
- Your monthly Account payment had been reduced for **Twenty Four (24)** consecutive months.

Congratulations for successfully completing your Short Term Modification Program. If you have any questions, please feel free to contact us at  
**1-866-622-2657 ext. 62386.**

Sincerely,

**Nick Keleman**  
Homeowners Assistance Negotiator

# **EXHIBIT 6**

2           JEFFREY M FOSTER  
 Trnc       6201 N KILPATRICK AVE  
             CHICAGO IL 60646-5070

Statement Date:

Account Number:

Date	Eff-Dt	Description	Credit Line	Amount	B
06/05		Check Number 1001073034		1,150,625.75	1,15
06/05		Check Number 1001073034		737.00	1,15
06/17		Regular Payment		9,972.62-	1,14
06/30		Finance Charge		5,793.63	1,14

## Account Summary

Previous Date	06/04/06	Amount Past Due
Previous Balance	.00	Principal
+ Advances & Debits	1,151,362.75	Finance Charges
- Payments & Credits	9,972.62	Other Charges
+ Finance Charges	5,793.63	Fees
+ Late Charges	.00	Insurance
New Balance	1,147,183.76	Late Charges
Credit Limit	1,890,000.00	Amount Over Limit
Available Credit	748,609.87	Minimum Pmt

## Finance Charge Summary

Eff-Dt	Principal Balance	Interest Rate	Daily Periodic Rate	# of Days	Finance Charges
06/05	1,151,362.75	7.000%	.01944444%	12	2686.51
06/17	1,141,390.13	7.000%	.01944444%	14	3107.12
				26	5793.63

Annual Percentage Rate (APR)      7.097% Periodic Rate May Vary

A Pmt of      5,793.63 will be deducted from Checking # [REDACTED] on

AP	ACCOUNT	Summary of Loans	LOAN-BALANCE	ESCROW-BAL	YTD-INTEREST	YTD-TAXE
LC	[REDACTED]		1147,183.76	.00		.0

Trnc            JEFFREY M FOSTER  
                   6201 N KILPATRICK AVE  
                   CHICAGO IL 60646-5070

Statement Date:

Account Number:

## CREDIT LINE [REDACTED]

Date	Eff-Dt	Description	Amount
07/14		Regular Payment	5,793.63-
07/31		Finance Charge	7,125.76

## Account Summary

## Payment Summary

Previous Date	06/30/06	Amount Past Due
Previous Balance	1,147,183.76	Principal
+ Advances & Debits	.00	Finance Charges
- Payments & Credits	5,793.63	Other Charges
+ Finance Charges	7,125.76	Fees
+ Late Charges	.00	Insurance
New Balance	1,148,515.89	Late Charges
Credit Limit	1,890,000.00	Amount Over Limit
Available Credit	748,609.87	Minimum Pmt

## Finance Charge Summary

Eff-Dt	Principal Balance	Interest Rate	Daily Periodic Rate	# of Days	Finance Charges
07/01	1,141,390.13	7.250%	.02013888%	31	7125.76
				31	7125.76

Annual Percentage Rate (APR)      7.350% Periodic Rate May Vary

A pmt of 7,125.76 will be deducted on 08/15/06 from Checking # [REDACTED]

AP LC	ACCOUNT [REDACTED]	Summary of Loans			
		LOAN-BALANCE	ESCROW-BAL	YTD-INTEREST	YTD-TAXE
		1148,515.89	.00	5,793.63	.0

2           JEFFREY M FOSTER  
 Trnc       6201 N KILPATRICK AVE  
             CHICAGO IL 60646-5070

Statement Date:  
 Account Number:

Date	Eff-Dt	Description	CREDIT LINE	Amount
08/08		Check Number	1041	30,000.00
08/16		Check Number	3591	10,000.00
08/18		Regular Payment		7,125.76-
08/31		Finance Charge		7,302.98

Account Summary		Payment Summary	
Previous Date	07/31/06	Amount Past Due	
Previous Balance	1,148,515.89	Principal	
+ Advances & Debits	40,000.00	Finance Charges	
- Payments & Credits	7,125.76	Other Charges	
+ Finance Charges	7,302.98	Fees	
+ Late Charges	.00	Insurance	
New Balance	1,188,693.11	Late Charges	
Credit Limit	1,890,000.00	Amount Over Limit	
Available Credit	708,609.87	Minimum Pmt	

#### Finance Charge Summary

Eff-Dt	Principal Balance	Interest Rate	Daily Periodic Rate	# of Days	Finance Charges
08/01	1,141,390.13	7.250%	.02013888%	07	1609.04
08/08	1,171,390.13	7.250%	.02013888%	08	1887.24
08/16	1,181,390.13	7.250%	.02013888%	16	3806.70
				31	7302.98

Annual Percentage Rate (APR)      7.350% Periodic Rate May Vary

A pmt of 7,302.98 will be deducted on 09/15/06 from Checking # [REDACTED]

AP BC	ACCOUNT	Summary of Loans			
		LOAN-BALANCE	ESCROW-BAL	YTD-INTEREST	YTD-TAXE
	[REDACTED]	1188,693.11	.00	12,919.39	.0

Trnc            JEFFREY M FOSTER  
                   6201 N KILPATRICK AVE  
                   CHICAGO IL 60646-5070

Statement Date:  
                   Account Number:

CREDIT LINE			
Date	Eff-Dt	Description	Amount
09/15		Regular Payment	7,302.98-
09/27		Advance	18,000.00
09/30		Finance Charge	7,152.07

Account Summary		Payment Summary	
Previous Date	08/31/06	Amount Past Due	
Previous Balance	1,188,693.11	Principal	
+ Advances & Debits	18,000.00	Finance Charges	
- Payments & Credits	7,302.98	Other Charges	
+ Finance Charges	7,152.07	Fees	
+ Late Charges	.00	Insurance	
New Balance	1,206,542.20	Late Charges	
Credit Limit	1,890,000.00	Amount Over Limit	
Available Credit	690,609.87	Minimum Pmt	

#### Finance Charge Summary

Eff-Dt	Principal Balance	Interest Rate	Daily Periodic Rate	# of Days	Finance Charges
09/01	1,181,390.13	7.250%	.02013888%	26	6185.89
09/27	1,199,390.13	7.250%	.02013888%	04	966.18
				30	7152.07

Annual Percentage Rate (APR)      7.350% Periodic Rate May Vary

A pmt of 7,152.07 will be deducted on 10/15/06 from Checking # [REDACTED]

AP LC	ACCOUNT	Summary of Loans			
		LOAN-BALANCE	ESCROW-BAL	YTD-INTEREST	YTD-TAXE
		1206,542.20	.00	20,222.37	.0

Need to get away but can't afford a vacation? TRAVEL BUCK\$ are coming soon! Stop by your local branch after September 15th for details

2           JEFFREY M FOSTER  
 Trnc       6201 N KILPATRICK AVE  
             CHICAGO IL 60646-5070

Statement Date:

Account Number:

Date	Eff-Dt	Description	CREDIT LINE	Amount
10/05		Check Number	99	21,000.00
10/18		Regular Payment		7,152.07-
10/25		Check Number	4014	20,000.00
10/31		Finance Charge		7,630.24

Account Summary		Payment Summary	
Previous Date	09/30/06	Amount Past Due	
Previous Balance	1,206,542.20	Principal	
+ Advances & Debits	41,000.00	Finance Charges	
- Payments & Credits	7,152.07	Other Charges	
+ Finance Charges	7,630.24	Fees	
+ Late Charges	.00	Insurance	
New Balance	1,248,020.37	Late Charges	
Credit Limit	1,890,000.00	Amount Over Limit	
Available Credit	649,609.87	Minimum Pmt	

## Finance Charge Summary

Eff-Dt	Principal Balance	Interest Rate	Daily Periodic Rate	# of Days	Finance Charges
10/01	1,199,390.13	7.250%	.02013888%	04	966.18
10/05	1,220,390.13	7.250%	.02013888%	20	4915.46
10/25	1,240,390.13	7.250%	.02013888%	07	1748.60
				31	7630.24

Annual Percentage Rate (APR)      7.350% Periodic Rate May Vary

A pmt of 7,630.24 will be deducted on 11/15/06 from Checking # [REDACTED]

AP LC	ACCOUNT	Summary of Loans			
		LOAN-BALANCE	ESCROW-BAL	YTD-INTEREST	YTD-TAXE
	[REDACTED]	1248,020.37	.00	27,374.44	.0

Continued on next page

Page 2      JEFFREY M FOSTER  
                6201 N KILPATRICK AVE  
                CHICAGO IL 60646-5070

Statement Date:

Account Number:

It's time to get away with our TRAVEL BUCK\$ program! Open a sele account through Nov. 15, 2006, and get a voucher that will let y save on a great vacation anywhere, anytime (based on availabilit For complete details, visit [www.MABTravelBucks.com](http://www.MABTravelBucks.com) or stop in at local MidAmerica Bank branch. Enjoy fun-filled time away while y money works back home!

4           JEFFREY M FOSTER  
 Trnc       6201 N KILPATRICK AVE  
             CHICAGO IL 60646-5070

Statement Date:  
 Account Number:

Date	Eff-Dt	Description	CREDIT LINE	Amount
11/02		Check Number	4016	25,000.00
11/02		Advance		50,000.00
11/09		Check Number	4017	25,000.00
11/13		Check Number	4018	50,000.00
11/17		Regular Payment		7,630.24-
11/28		Check Number	1506	100,000.00
11/30		Finance Charge		8,284.47

## Account Summary

Previous Date	10/31/06	Amount Past Due
Previous Balance	1,248,020.37	Principal
+ Advances & Debits	250,000.00	Finance Charges
- Payments & Credits	7,630.24	Other Charges
+ Finance Charges	8,284.47	Fees
+ Late Charges	.00	Insurance
New Balance	1,498,674.60	Late Charges
Credit Limit	1,890,000.00	Amount Over Limit
Available Credit	399,609.87	Minimum Pmt

## Finance Charge Summary

Eff-Dt	Principal Balance	Interest Rate	Daily Periodic Rate	# of Days	Finance Charges
11/01	1,240,390.13	7.250%	.02013888%	01	249.80
11/02	1,315,390.13	7.250%	.02013888%	07	1854.34
11/09	1,340,390.13	7.250%	.02013888%	04	1079.75
11/13	1,390,390.13	7.250%	.02013888%	15	4200.14
11/28	1,490,390.13	7.250%	.02013888%	03	900.44
				30	8284.47

Annual Percentage Rate (APR)     7.350% Periodic Rate May Vary

Continued on next page

Page 2 JEFFREY M FOSTER  
6201 N KILPATRICK AVE  
CHICAGO IL 60646-5070

Statement Date:

Account Number:

CREDIT LINE [REDACTED]

A pmt of 8,284.47 will be deducted on 12/15/06 from Checking # [REDACTED]

		Summary of Loans			
AP	ACCOUNT	LOAN-BALANCE	ESCROW-BAL	YTD-INTEREST	YTD-TAXE
LC	[REDACTED]	1498,674.60	.00	35,004.68	.0

4           JEFFREY M FOSTER  
 Trnc       6201 N KILPATRICK AVE  
             CHICAGO IL 60646-5070

Statement Date:  
 Account Number:

Date	Eff-Dt	Description	CREDIT LINE	Amount
12/01		Check Number	1507	150,000.00
12/11		Check Number	1508	150,000.00
12/14		Check Number	1509	20,000.00
12/18		Regular Payment		8,284.47-
12/27		Check Number	1510	20,000.00
12/30		Finance Charge		10,599.44

Account Summary		Payment Summary	
Previous Date	11/30/06	Amount Past Due	
Previous Balance	1,498,674.60	Principal	
+ Advances & Debits	340,000.00	Finance Charges	1
- Payments & Credits	8,284.47	Other Charges	
+ Finance Charges	10,599.44	Fees	
+ Late Charges	.00	Insurance	
New Balance	1,840,989.57	Late Charges	
Credit Limit	1,890,000.00	Amount Over Limit	
Available Credit	59,609.87	Minimum Pmt	1

## Finance Charge Summary

Eff-Dt	Principal Balance	Interest Rate	Daily Periodic Rate	# of Days	Finance Charges
12/01	1,640,390.13	7.250%	.02013888%	10	3303.56
12/11	1,790,390.13	7.250%	.02013888%	03	1081.70
12/14	1,810,390.13	7.250%	.02013888%	13	4739.70
12/27	1,830,390.13	7.250%	.02013888%	04	1474.48
				30	10599.44

Annual Percentage Rate (APR)      7.350% Periodic Rate May Vary

A pmt of 10,599.44 will be deducted on 01/15/07 from Checking # [REDACTED]

Total Finance Charges for the Year 2006 were    43,289.15  
 Continued on next page

Page 2 JEFFREY M FOSTER  
6201 N KILPATRICK AVE  
CHICAGO IL 60646-5070

Statement Date:

Account Number:

CREDIT LINE [REDACTED]  
Summary of Loans  
AP ACCOUNT [REDACTED]  
LC [REDACTED]

LOAN-BALANCE	ESCROW-BAL	YTD-INTEREST	YTD-TAXE
1840,989.57	.00	43,289.15	.0

**Summary of Activity**

[REDACTED]  
**JEFFREY M FOSTER**  
 6201 N KILPATRICK AVE  
 CHICAGO IL 60646-5070

STATEMENT DATE	01/31/07
LOAN NUMBER	[REDACTED]
PREVIOUS BALANCE	\$1,840,989.57
ADVANCES & DEBITS	\$20,600.00
PAYMENTS & CREDITS	\$10,600.00
FINANCE CHARGES	\$11,835.68
LATE CHARGES	\$0.00
NEW BALANCE	\$1,862,825.25

**HOME EQUITY CREDIT LINE --- Account [REDACTED]****Account Summary**

PREVIOUS DATE	12/30/06
PREVIOUS BALANCE	\$1,840,989.57
+ ADVANCES & DEBITS	\$20,600.00
- PAYMENTS & CREDITS	\$10,600.00
+ FINANCE CHARGES	\$11,835.68
+ LATE CHARGES	\$0.00
NEW BALANCE	\$1,862,825.25
CREDIT LIMIT	\$1,890,000.00
AVAILABLE CREDIT	\$39,010.43

**Payment Summary**

AMOUNT PAST DUE	\$0.00
PRINCIPAL	\$0.00
FINANCE CHARGES	\$11,835.68
OTHER CHARGES	\$0.00
FEES	\$0.00
INSURANCE	\$0.00
LATE CHARGES	\$0.00
AMOUNT OVER LIMIT	\$0.00
MINIMUM PAYMENT	\$11,835.68

**JEFFREY M FOSTER**  
 6201 N KILPATRICK AVE  
 CHICAGO IL 60646-5070

STATEMENT DATE	01/31/07
LOAN NUMBER	[REDACTED]
MINIMUM PAYMENT - DUE 02/05/07	\$11,835.68
PAST DUE AMOUNT	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$11,835.68</b>
LATE CHARGE DATE	02/20/2007

LOAN NUMBER [REDACTED]

AMOUNT ENCLOSED

Please make checks payable to MidAmerica Bank. To avoid a late charge, payments must be posted to your account before the late charge date shown above.

**HOME EQUITY CREDIT LINE --- Account [REDACTED]****Advances / Debits**

Date	Amount	Description	
01/19	10,600.00	CHECK NUMBER	99
01/26	10,000.00	CHECK NUMBER	1707
<b>01/31</b>	<b>11,835.68</b>	FINANCE CHARGE	

**Payments / Credits**

Date	Amount	Description
01/19	10,600.00	REGULAR PAYMENT

**Finance Charge Summary**

Date	Principal Balance	Interest Rate	Daily Periodic Rate	Days	Finance Charge
12/31	1,830,390.13	7.250%	.02013888	19	7,003.78
01/19	1,840,989.57	7.250%	.02013888	7	2,595.29
01/26	1,850,989.57	7.250%	.02013888	6	2,236.61
<b>TOTAL</b>				32	<b>11,835.68</b>

ANNUAL PERCENTAGE RATE (APR) 7.350% PERIODIC RATE MAY VARY

A PAYMENT OF \$11,835.68 WILL BE DEDUCTED FROM CHECKING [REDACTED] ON 02/15/07

**Summary of Activity**

[REDACTED]  
**JEFFREY M FOSTER**  
 6201 N KILPATRICK AVE  
 CHICAGO IL 60646-5070

STATEMENT DATE	02/28/07
LOAN NUMBER	[REDACTED]
PREVIOUS BALANCE	\$1,862,825.25
ADVANCES & DEBITS	\$27,498.32
PAYMENTS & CREDITS	\$11,835.68
FINANCE CHARGES	\$10,544.25
LATE CHARGES	\$0.00
NEW BALANCE	\$1,889,032.14

**HOME EQUITY CREDIT LINE --- Account [REDACTED]****Account Summary**

PREVIOUS DATE	01/31/07	AMOUNT PAST DUE	\$0.00
PREVIOUS BALANCE	\$1,862,825.25	PRINCIPAL	\$0.00
+ ADVANCES & DEBITS	\$27,498.32	FINANCE CHARGES	\$10,544.25
- PAYMENTS & CREDITS	\$11,835.68	OTHER CHARGES	\$0.00
+ FINANCE CHARGES	\$10,544.25	FEES	\$0.00
+ LATE CHARGES	\$0.00	INSURANCE	\$0.00
NEW BALANCE	\$1,889,032.14	LATE CHARGES	\$0.00
CREDIT LIMIT	\$1,890,000.00	AMOUNT OVER LIMIT	\$0.00
AVAILABLE CREDIT	\$11,512.11	MINIMUM PAYMENT	\$10,544.25

**Payment Summary**

**JEFFREY M FOSTER**  
 6201 N KILPATRICK AVE  
 CHICAGO IL 60646-5070

STATEMENT DATE	02/28/07
LOAN NUMBER	[REDACTED]
MINIMUM PAYMENT - DUE 03/05/07	\$10,544.25
PAST DUE AMOUNT	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$10,544.25</b>
LATE CHARGE DATE	03/20/2007

LOAN NUMBER [REDACTED]

AMOUNT ENCLOSED

Please make checks payable to MidAmerica Bank. To avoid a late charge, payments must be posted to your account before the late charge date shown above.

**HOME EQUITY CREDIT LINE --- Account [REDACTED]****Advances / Debits**

Date	Amount	Description
02/01	7,498.32	AMERICAN EXPRESS CHECK PAYMT
02/28	10,544.25	FINANCE CHARGE

**Payments / Credits**

Date	Amount	Description
02/20	11,835.68	REGULAR PAYMENT

**Finance Charge Summary**

Date	Principal Balance	Interest Rate	Daily Periodic Rate	Days	Finance Charge
02/01	1,858,487.89	7.250%	.02013888	12	4,491.35
02/13	1,878,487.89	7.250%	.02013888	16	6,052.90
TOTAL				28	10,544.25

ANNUAL PERCENTAGE RATE (APR) 7.350% PERIODIC RATE MAY VARY

**HOME EQUITY CREDIT LINE --- Account [REDACTED]****Withdrawals / Debits**

Date	Amount	Description
02/13	20,000.00	CHECK NUMBER 1709

**Summary of Loans**

Account Number	Product	Balance	YTD Interest	Due Date
[REDACTED]	CREDIT LINE	1,889,032.14	22,435.12	03/05/07
<b>TOTAL LOANS</b>		<b>\$1,889,032.14</b>		

**Summary of Activity**

[REDACTED]  
**JEFFREY M FOSTER**  
 6201 N KILPATRICK AVE  
 CHICAGO IL 60646-5070

STATEMENT DATE	03/31/07
LOAN NUMBER	[REDACTED]
PREVIOUS BALANCE	\$1,889,032.14
ADVANCES & DEBITS	\$11,500.00
PAYMENTS & CREDITS	\$10,544.25
FINANCE CHARGES	\$11,772.82
LATE CHARGES	\$0.00
NEW BALANCE	\$1,901,760.71

**HOME EQUITY CREDIT LINE --- Account [REDACTED]****Account Summary**

PREVIOUS DATE	02/28/07	AMOUNT PAST DUE	\$0.00
PREVIOUS BALANCE	\$1,889,032.14	PRINCIPAL	\$0.00
+ ADVANCES & DEBITS	\$11,500.00	FINANCE CHARGES	\$11,772.82
- PAYMENTS & CREDITS	\$10,544.25	OTHER CHARGES	\$0.00
+ FINANCE CHARGES	\$11,772.82	FEES	\$0.00
+ LATE CHARGES	\$0.00	INSURANCE	\$0.00
NEW BALANCE	\$1,901,760.71	LATE CHARGES	\$0.00
CREDIT LIMIT	\$1,890,000.00	AMOUNT OVER LIMIT	\$0.00
AVAILABLE CREDIT	\$12.11	MINIMUM PAYMENT	\$11,772.82

**Payment Summary**

**JEFFREY M FOSTER**  
 6201 N KILPATRICK AVE  
 CHICAGO IL 60646-5070

STATEMENT DATE	03/31/07
LOAN NUMBER	[REDACTED]
MINIMUM PAYMENT - DUE 04/05/07	\$11,772.82
PAST DUE AMOUNT	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$11,772.82</b>
LATE CHARGE DATE	04/20/2007

LOAN NUMBER [REDACTED]

AMOUNT ENCLOSED

Please make checks payable to MidAmerica Bank. To avoid a late charge, payments must be posted to your account before the late charge date shown above.

**HOME EQUITY CREDIT LINE --- Account [REDACTED]****Advances / Debits**

Date	Amount	Description
03/31	11,772.82	FINANCE CHARGE

**Payments / Credits**

Date	Amount	Description
03/13	10,544.25	REGULAR PAYMENT

**Finance Charge Summary**

Date	Principal Balance	Interest Rate	Daily Periodic Rate	Days	Finance Charge
03/01	1,878,487.89	7.250%	.02013888	1	378.31
03/02	1,879,987.89	7.250%	.02013888	12	4,543.30
03/14	1,889,987.89	7.250%	.02013888	18	6,851.21
<b>TOTAL</b>				31	<b>11,772.82</b>

ANNUAL PERCENTAGE RATE (APR) 7.350% PERIODIC RATE MAY VARY

**HOME EQUITY CREDIT LINE --- Account [REDACTED]****Withdrawals / Debits**

Date	Amount	Description
03/02	1,500.00	CHECK NUMBER 1711
03/05	.00	RETURNED NSF ITEM FEE 1710
03/14	10,000.00	CHECK NUMBER 1858

**Summary of Loans**

Account Number	Product	Balance	YTD Interest	Due Date
[REDACTED]	CREDIT LINE	1,901,760.71	32,979.37	04/05/07
<b>TOTAL LOANS</b>		<b>\$1,901,760.71</b>		

[REDACTED]  
**JEFFREY M FOSTER**  
 6201 N KILPATRICK AVE  
 CHICAGO IL 60646-5070

### **Summary of Activity**

STATEMENT DATE	04/30/07
LOAN NUMBER	[REDACTED]
PREVIOUS BALANCE	\$1,901,760.71
ADVANCES & DEBITS	\$.00
PAYMENTS & CREDITS	\$11,772.82
FINANCE CHARGES	\$11,418.68
LATE CHARGES	\$.00
NEW BALANCE	\$1,901,406.57

---

Each contribution you make to an IRA over time can help make a major difference in your retirement savings. If you want to add to your IRA or open a new one, call 630-663-3360 to schedule an appointment with a registered representative of INVEST Financial Corporation. INVEST Financial Corporation (INVEST), member NASD, SIPC, a registered broker dealer is not affiliated with MidAmerica Investment Services, Inc., or MidAmerica Bank. Securities, advisory services, and insurance products are offered through INVEST and are \*not insured by the FDIC \*not a deposit or other obligation of or guaranteed by any bank \*may lose value.

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### **HOME EQUITY CREDIT LINE --- Account [REDACTED]**

#### **Account Summary**

PREVIOUS DATE	03/31/07
PREVIOUS BALANCE	\$1,901,760.71
+ ADVANCES & DEBITS	\$.00
- PAYMENTS & CREDITS	\$11,772.82
+ FINANCE CHARGES	\$11,418.68
+ LATE CHARGES	\$.00
NEW BALANCE	\$1,901,406.57
CREDIT LIMIT	\$1,890,000.00
AVAILABLE CREDIT	\$12.11

#### **Payment Summary**

AMOUNT PAST DUE	\$.00
PRINCIPAL	\$.00
FINANCE CHARGES	\$11,418.68
OTHER CHARGES	\$.00
FEES	\$.00
INSURANCE	\$.00
LATE CHARGES	\$.00
AMOUNT OVER LIMIT	\$.00
MINIMUM PAYMENT	\$11,418.68

JEFFREY M FOSTER  
 6201 N KILPATRICK AVE  
 CHICAGO IL 60646-5070

STATEMENT DATE	04/30/07
LOAN NUMBER	[REDACTED]
MINIMUM PAYMENT - DUE 05/05/07	\$11,418.68
PAST DUE AMOUNT	\$.00
<b>TOTAL AMOUNT DUE</b>	<b>\$11,418.68</b>
LATE CHARGE DATE	05/21/2007

LOAN NUMBER [REDACTED]

AMOUNT ENCLOSED

Please make checks payable to MidAmerica Bank To avoid a late charge, payments must be posted to your account before the late charge date shown above

**HOME EQUITY CREDIT LINE --- Account [REDACTED]****Advances / Debits**

Date	Amount	Description
04/30	11,418.68	FINANCE CHARGE

**Payments / Credits**

Date	Amount	Description
04/13	11,772.82	REGULAR PAYMENT

**Finance Charge Summary**

Date	Principal Balance	Interest Rate	Daily Periodic Rate	Days	Finance Charge	
04/01	1,889,987.89	7.250%	.02013888	30	11,418.68	
TOTAL				30	11,418.68	
ANNUAL PERCENTAGE RATE (APR)		7.350%	PERIODIC RATE MAY VARY			

**HOME EQUITY CREDIT LINE --- Account [REDACTED]****Summary of Loans**

Account Number	Product	Balance	YTD Interest	Due Date
[REDACTED]	CHECKLINE	1,901,406.57	44,752.19	05/05/07
<b>TOTAL LOANS</b>		<b>\$1,901,406.57</b>		

[REDACTED]  
**JEFFREY M FOSTER**  
 6201 N KILPATRICK AVE  
 CHICAGO IL 60646-5070

### **Summary of Activity**

STATEMENT DATE	05/31/07
LOAN NUMBER	[REDACTED]
PREVIOUS BALANCE	\$1,901,406.57
ADVANCES & DEBITS	\$0.00
PAYMENTS & CREDITS	\$11,418.68
FINANCE CHARGES	\$11,799.30
LATE CHARGES	\$570.93
NEW BALANCE	\$1,902,358.12

---

Introducing Totally You Checking Accounts-We have a checking account that'll make you smile! Our new lineup provides more choices, benefits and FREE features. Ask us for details.

---

### **HOME EQUITY CREDIT LINE --- Account [REDACTED]**

#### **Account Summary**

PREVIOUS DATE	04/30/07
PREVIOUS BALANCE	\$1,901,406.57
+ ADVANCES & DEBITS	\$0.00
- PAYMENTS & CREDITS	\$11,418.68
+ FINANCE CHARGES	\$11,799.30
+ LATE CHARGES	\$570.93
NEW BALANCE	\$1,902,358.12
CREDIT LIMIT	\$1,890,000.00
AVAILABLE CREDIT	\$12.11

#### **Payment Summary**

AMOUNT PAST DUE	\$0.00
PRINCIPAL	\$0.00
FINANCE CHARGES	\$11,799.30
OTHER CHARGES	\$0.00
FEES	\$0.00
INSURANCE	\$0.00
LATE CHARGES	\$570.93
AMOUNT OVER LIMIT	\$0.00
MINIMUM PAYMENT	\$12,370.23

JEFFREY M FOSTER  
 6201 N KILPATRICK AVE  
 CHICAGO IL 60646-5070

STATEMENT DATE	05/31/07
LOAN NUMBER	[REDACTED]
MINIMUM PAYMENT - DUE 06/05/07	\$12,370.23
PAST DUE AMOUNT	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$12,370.23</b>
LATE CHARGE DATE	06/20/2007

LOAN NUMBER [REDACTED]

AMOUNT ENCLOSED

Please make checks payable to MidAmerica Bank. To avoid a late charge, payments must be posted to your account before the late charge date shown above.

**HOME EQUITY CREDIT LINE --- Account [REDACTED]****Advances / Debits**

Date	Amount	Description	
05/21	570.93	LATE CHG	ASSESS
05/31	11,799.30		FINANCE CHARGE

**Payments / Credits**

Date	Amount	Description
05/25	11,418.68	REGULAR PAYMENT

**Finance Charge Summary**

Date	Principal Balance	Interest Rate	Daily Periodic Rate	Days	Finance Charge
05/01	1,889,987.89	7.250%	.02013888	31	11,799.30
TOTAL				31	11,799.30

ANNUAL PERCENTAGE RATE (APR) 7.350% PERIODIC RATE MAY VARY

**HOME EQUITY CREDIT LINE --- Account [REDACTED]****Summary of Loans**

Account Number	Product	Balance	YTD Interest	Due Date
[REDACTED]	CHECKLINE	1,902,358.12	56,170.87	06/05/07
<b>TOTAL LOANS</b>		<b>\$1,902,358.12</b>		

**Summary of Activity**

[REDACTED]  
**JEFFREY M FOSTER**  
 6201 N KILPATRICK AVE  
 CHICAGO IL 60646-5070

STATEMENT DATE	06/30/07
LOAN NUMBER	[REDACTED]
PREVIOUS BALANCE	\$1,902,358.12
ADVANCES & DEBITS	\$50.00
PAYMENTS & CREDITS	\$11,799.30
FINANCE CHARGES	\$11,418.68
LATE CHARGES	\$28.54
NEW BALANCE	\$1,902,056.04

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If you need a gift for graduations or weddings or just a safe way to pay for everyday purchases, a Visa Gift Card is a great idea. Purchase them in amounts from \$25 to \$500 for only \$5.00 per card.

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**HOME EQUITY CREDIT LINE --- Account [REDACTED]****Account Summary****Payment Summary**

PREVIOUS DATE	05/31/07	AMOUNT PAST DUE	\$570.93
PREVIOUS BALANCE	\$1,902,358.12	PRINCIPAL	\$0.00
+ ADVANCES & DEBITS	\$50.00	FINANCE CHARGES	\$11,418.68
- PAYMENTS & CREDITS	\$11,799.30	OTHER CHARGES	\$0.00
+ FINANCE CHARGES	\$11,418.68	FEES	\$50.00
+ LATE CHARGES	\$28.54	INSURANCE	\$0.00
NEW BALANCE	\$1,902,056.04	LATE CHARGES	\$28.54
CREDIT LIMIT	\$1,890,000.00	AMOUNT OVER LIMIT	\$0.00
AVAILABLE CREDIT	\$12.11	MINIMUM PAYMENT	\$12,068.15

JEFFREY M FOSTER  
 6201 N KILPATRICK AVE  
 CHICAGO IL 60646-5070

STATEMENT DATE	06/30/07
LOAN NUMBER	[REDACTED]
MINIMUM PAYMENT - DUE 07/05/07	\$12,068.15
PAST DUE AMOUNT	\$570.93
<b>TOTAL AMOUNT DUE</b>	<b>\$12,068.15</b>
LATE CHARGE DATE	07/20/2007

LOAN NUMBER [REDACTED]

AMOUNT ENCLOSED

Please make checks payable to MidAmerica Bank To avoid a late charge, payments must be posted to your account before the late charge date shown above

**HOME EQUITY CREDIT LINE --- Account [REDACTED]****Advances / Debits**

Date	Amount	Description	
06/05	50.00	ANNUAL FEE	ASSESS
06/20	28.54	LATE CHG	ASSESS
06/30	11,418.68	FINANCE CHARGE	

**Payments / Credits**

Date	Amount	Description
06/20	11,799.30	REGULAR PAYMENT

**Finance Charge Summary**

Date	Principal Balance	Interest Rate	Daily Periodic Rate	Days	Finance Charge
06/01	1,889,987.89	7.250%	.02013888	30	11,418.68
TOTAL				30	11,418.68
ANNUAL PERCENTAGE RATE (APR)		7.350%	PERIODIC RATE MAY VARY		

**HOME EQUITY CREDIT LINE --- Account [REDACTED]****Summary of Loans**

Account Number	Product	Balance	YTD Interest	Due Date
[REDACTED]	CHECKLINE	1,902,056.04	67,399.24	07/05/07
<b>TOTAL LOANS</b>		<b>\$1,902,056.04</b>		

[REDACTED]  
**JEFFREY M FOSTER**  
 6201 N KILPATRICK AVE  
 CHICAGO IL 60646-5070

### Summary of Activity

STATEMENT DATE	07/31/07
LOAN NUMBER	[REDACTED]
PREVIOUS BALANCE	\$1,902,056.04
ADVANCES & DEBITS	\$.00
PAYMENTS & CREDITS	\$11,418.68
FINANCE CHARGES	\$11,799.30
LATE CHARGES	\$32.47
NEW BALANCE	\$1,902,469.13

GOOD NEWS! MidAmerica Bank and National City are partnering to offer you FREE ACCESS to an even more extensive network of ATMs for convenient cash withdrawals. Now you can use National City's 2,100 ATMs nationwide, including 100+ in Illinois, at no charge from either National City or MidAmerica Bank. And you can still use your current MidAmerica Visa Check Card or ATM card for cash withdrawals. Of course, you will continue to have free access to all MidAmerica ATMs in Illinois and Wisconsin. To find the nearest National City ATM location, visit NationalCity.com and click on "Locations" at the top of the homepage.

### HOME EQUITY CREDIT LINE --- Account [REDACTED]

#### Account Summary

PREVIOUS DATE	06/30/07
PREVIOUS BALANCE	\$1,902,056.04
+ ADVANCES & DEBITS	\$.00
- PAYMENTS & CREDITS	\$11,418.68
+ FINANCE CHARGES	\$11,799.30
+ LATE CHARGES	\$32.47
NEW BALANCE	\$1,902,469.13
CREDIT LIMIT	\$1,890,000.00
AVAILABLE CREDIT	\$12.11

#### Payment Summary

AMOUNT PAST DUE	\$649.47
PRINCIPAL	\$.00
FINANCE CHARGES	\$11,799.30
OTHER CHARGES	\$.00
FEES	\$.00
INSURANCE	\$.00
LATE CHARGES	\$32.47
AMOUNT OVER LIMIT	\$.00
MINIMUM PAYMENT	\$12,481.24

JEFFREY M FOSTER  
 6201 N KILPATRICK AVE  
 CHICAGO IL 60646-5070

STATEMENT DATE	07/31/07
LOAN NUMBER	[REDACTED]
MINIMUM PAYMENT - DUE 08/05/07	\$12,481.24
PAST DUE AMOUNT	\$649.47
<b>TOTAL AMOUNT DUE</b>	<b>\$12,481.24</b>
LATE CHARGE DATE	08/20/2007

LOAN NUMBER [REDACTED]

AMOUNT ENCLOSED

Please make checks payable to MidAmerica Bank. To avoid a late charge, payments must be posted to your account before the late charge date shown above.

**HOME EQUITY CREDIT LINE --- Account [REDACTED]****Advances / Debits**

Date	Amount	Description	
07/20	32.47	LATE CHG	ASSESS
07/31	11,799.30	FINANCE CHARGE	

**Payments / Credits**

Date	Amount	Description
07/13	11,418.68	REGULAR PAYMENT

**Finance Charge Summary**

Date	Principal Balance	Interest Rate	Daily Periodic Rate	Days	Finance Charge
07/01	1,889,987.89	7.250%	.02013888	31	11,799.30
TOTAL				31	11,799.30
ANNUAL PERCENTAGE RATE (APR)	7.350%	PERIODIC RATE MAY VARY			

**HOME EQUITY CREDIT LINE --- Account [REDACTED]****Summary of Loans**

Account Number	Product	Balance	YTD Interest	Due Date
[REDACTED]	CHECKLINE	1,902,469.13	78,789.38	08/05/07
<b>TOTAL LOANS</b>		<b>\$1,902,469.13</b>		

**Summary of Activity**

[REDACTED]  
**JEFFREY M FOSTER**  
 6201 N KILPATRICK AVE  
 CHICAGO IL 60646-5070

STATEMENT DATE	08/31/07
LOAN NUMBER	[REDACTED]
PREVIOUS BALANCE	\$1,902,469.13
ADVANCES & DEBITS	\$0.00
PAYMENTS & CREDITS	\$12,481.24
FINANCE CHARGES	\$11,799.30
LATE CHARGES	\$0.00
NEW BALANCE	\$1,901,787.19

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Check out our upgraded website at [www.midamericabank.com](http://www.midamericabank.com). We've redesigned our site with a new look and user-friendly features to enhance your online experience, including: <> Easier navigation to find products and services <> Free Bank-by-Internet <> Free Online Bill Pay <> Online account opening <> E-Checking, a new Internet-based checking account. Visit our new website today and experience a convenient way to bank with us-24 hours a day, seven days a week. We're just a click away!

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**HOME EQUITY CREDIT LINE --- Account [REDACTED]****Account Summary**

PREVIOUS DATE	07/31/07
PREVIOUS BALANCE	\$1,902,469.13
+ ADVANCES & DEBITS	\$0.00
- PAYMENTS & CREDITS	\$12,481.24
+ FINANCE CHARGES	\$11,799.30
+ LATE CHARGES	\$0.00
NEW BALANCE	\$1,901,787.19
CREDIT LIMIT	\$1,890,000.00
AVAILABLE CREDIT	\$12.11

**Payment Summary**

AMOUNT PAST DUE	\$0.00
PRINCIPAL	\$0.00
FINANCE CHARGES	\$11,799.30
OTHER CHARGES	\$0.00
FEES	\$0.00
INSURANCE	\$0.00
LATE CHARGES	\$0.00
AMOUNT OVER LIMIT	\$0.00
MINIMUM PAYMENT	\$11,799.30

JEFFREY M FOSTER  
 6201 N KILPATRICK AVE  
 CHICAGO IL 60646-5070

STATEMENT DATE	08/31/07
LOAN NUMBER	[REDACTED]
MINIMUM PAYMENT - DUE 09/05/07	\$11,799.30
PAST DUE AMOUNT	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$11,799.30</b>
LATE CHARGE DATE	09/20/2007

LOAN NUMBER [REDACTED]

AMOUNT ENCLOSED

Please make checks payable to MidAmerica Bank. To avoid a late charge, payments must be posted to your account before the late charge date shown above.

**HOME EQUITY CREDIT LINE --- Account [REDACTED]****Advances / Debits**

Date	Amount	Description	
08/20	34.09	LATE CHG	ASSESS
08/31	11,799.30		FINANCE CHARGE

**Payments / Credits**

Date	Amount	Description	
08/14	11,799.30		REGULAR PAYMENT
08/28	34.09	LATE CHG	ADJ CREDIT
08/28	681.94		REGULAR PAYMENT

**Finance Charge Summary**

Date	Principal Balance	Interest Rate	Daily Periodic Rate	Days	Finance Charge
08/01	1,889,987.89	7.250%	.02013888	31	11,799.30
TOTAL				31	11,799.30

ANNUAL PERCENTAGE RATE (APR) 7.350% PERIODIC RATE MAY VARY

**HOME EQUITY CREDIT LINE --- Account [REDACTED]****Summary of Loans**

Account Number	Product	Balance	YTD Interest	Due Date
[REDACTED]	CHECKLINE	1,901,787.19	91,188.15	09/05/07
<b>TOTAL LOANS</b>		<b>\$1,901,787.19</b>		

**Summary of Activity**

[REDACTED]  
 JEFFREY M FOSTER  
 6201 N KILPATRICK AVE  
 CHICAGO IL 60646-5070

STATEMENT DATE	09/29/07
LOAN NUMBER	[REDACTED]
PREVIOUS BALANCE	\$1,901,787.19
ADVANCES & DEBITS	\$0.00
PAYMENTS & CREDITS	\$11,799.30
FINANCE CHARGES	\$11,038.05
LATE CHARGES	\$0.00
NEW BALANCE	\$1,901,025.94

**HOME EQUITY CREDIT LINE --- Account [REDACTED]****Account Summary**

PREVIOUS DATE	08/31/07
PREVIOUS BALANCE	\$1,901,787.19
+ ADVANCES & DEBITS	\$0.00
- PAYMENTS & CREDITS	\$11,799.30
+ FINANCE CHARGES	\$11,038.05
+ LATE CHARGES	\$0.00
NEW BALANCE	\$1,901,025.94
CREDIT LIMIT	\$1,890,000.00
AVAILABLE CREDIT	\$12.11

**Payment Summary**

AMOUNT PAST DUE	\$0.00
PRINCIPAL	\$0.00
FINANCE CHARGES	\$11,038.05
OTHER CHARGES	\$0.00
FEES	\$0.00
INSURANCE	\$0.00
LATE CHARGES	\$0.00
AMOUNT OVER LIMIT	\$0.00
MINIMUM PAYMENT	\$11,038.05

JEFFREY M FOSTER  
 6201 N KILPATRICK AVE  
 CHICAGO IL 60646-5070

STATEMENT DATE	09/29/07
LOAN NUMBER	[REDACTED]
MINIMUM PAYMENT - DUE 10/05/07	\$11,038.05
PAST DUE AMOUNT	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$11,038.05</b>
LATE CHARGE DATE	10/20/2007

LOAN NUMBER [REDACTED]

AMOUNT ENCLOSED

Please make checks payable to MidAmerica Bank. To avoid a late charge, payments must be posted to your account before the late charge date shown above.

**HOME EQUITY CREDIT LINE --- Account [REDACTED]****Advances / Debits**

Date	Amount	Description
09/29	11,038.05	FINANCE CHARGE

**Payments / Credits**

Date	Amount	Description
09/19	11,799.30	REGULAR PAYMENT

**Finance Charge Summary**

Date	Principal Balance	Interest Rate	Daily Periodic Rate	Days	Finance Charge	
09/01	1,889,987.89	7.250%	.02013888	29	11,038.05	
TOTAL				29	11,038.05	
ANNUAL PERCENTAGE RATE (APR)		7.350%	PERIODIC RATE MAY VARY			

**HOME EQUITY CREDIT LINE --- Account [REDACTED]****Summary of Loans**

Account Number	Product	Balance	YTD Interest	Due Date
[REDACTED]	CHECKLINE	1,901,025.94	102,987.45	10/05/07
<b>TOTAL LOANS</b>		<b>\$1,901,025.94</b>		

**Summary of Activity**

[REDACTED]  
**JEFFREY M FOSTER**  
 6201 N KILPATRICK AVE  
 CHICAGO IL 60646-5070

STATEMENT DATE	10/31/07
LOAN NUMBER	[REDACTED]
PREVIOUS BALANCE	\$1,901,025.94
ADVANCES & DEBITS	\$0.00
PAYMENTS & CREDITS	\$11,038.05
FINANCE CHARGES	\$11,366.18
LATE CHARGES	\$0.00
NEW BALANCE	\$1,901,354.07

**HOME EQUITY CREDIT LINE --- Account [REDACTED]****Account Summary**

PREVIOUS DATE	09/29/07	AMOUNT PAST DUE	\$0.00
PREVIOUS BALANCE	\$1,901,025.94	PRINCIPAL	\$0.00
+ ADVANCES & DEBITS	\$0.00	FINANCE CHARGES	\$11,366.18
- PAYMENTS & CREDITS	\$11,038.05	OTHER CHARGES	\$0.00
+ FINANCE CHARGES	\$11,366.18	FEES	\$0.00
+ LATE CHARGES	\$0.00	INSURANCE	\$0.00
NEW BALANCE	\$1,901,354.07	LATE CHARGES	\$0.00
CREDIT LIMIT	\$1,890,000.00	AMOUNT OVER LIMIT	\$0.00
AVAILABLE CREDIT	\$12.11	MINIMUM PAYMENT	\$11,366.18

**Payment Summary**

**JEFFREY M FOSTER**  
 6201 N KILPATRICK AVE  
 CHICAGO IL 60646-5070

STATEMENT DATE	10/31/07
LOAN NUMBER	[REDACTED]
MINIMUM PAYMENT - DUE 11/05/07	\$11,366.18
PAST DUE AMOUNT	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$11,366.18</b>
LATE CHARGE DATE	11/20/2007

LOAN NUMBER [REDACTED]

AMOUNT ENCLOSED

Please make checks payable to MidAmerica Bank. To avoid a late charge, payments must be posted to your account before the late charge date shown above.

**HOME EQUITY CREDIT LINE --- Account [REDACTED]****Advances / Debits**

Date	Amount	Description
10/31	11,366.18	FINANCE CHARGE

**Payments / Credits**

Date	Amount	Description
10/20	11,038.05	REGULAR PAYMENT

**Finance Charge Summary**

Date	Principal Balance	Interest Rate	Daily Periodic Rate	Days	Finance Charge
09/30	1,889,987.89	7.250%	.02013888	1	380.62
10/01	1,889,987.89	6.750%	.01875000	31	10,985.56
TOTAL				32	11,366.18

ANNUAL PERCENTAGE RATE (APR) 6.859% PERIODIC RATE MAY VARY

**HOME EQUITY CREDIT LINE --- Account [REDACTED]****Summary of Loans**

Account Number	Product	Balance	YTD Interest	Due Date
[REDACTED]	CHECKLINE	1,901,354.07	\$14,025.50	11/05/07
<b>TOTAL LOANS</b>		<b>\$1,901,354.07</b>		

**Summary of Activity**

[REDACTED]  
**JEFFREY M FOSTER**  
 6201 N KILPATRICK AVE  
 CHICAGO IL 60646-5070

STATEMENT DATE	11/30/07
LOAN NUMBER	[REDACTED]
PREVIOUS BALANCE	\$1,901,354.07
ADVANCES & DEBITS	\$0.00
PAYMENTS & CREDITS	\$11,366.18
FINANCE CHARGES	\$10,237.43
LATE CHARGES	\$0.00
NEW BALANCE	\$1,900,225.32

**HOME EQUITY CREDIT LINE --- Account:** [REDACTED]**Account Summary**

PREVIOUS DATE	10/31/07
PREVIOUS BALANCE	\$1,901,354.07
+ ADVANCES & DEBITS	\$0.00
- PAYMENTS & CREDITS	\$11,366.18
+ FINANCE CHARGES	\$10,237.43
+ LATE CHARGES	\$0.00
NEW BALANCE	\$1,900,225.32
CREDIT LIMIT	\$1,890,000.00
AVAILABLE CREDIT	\$12.11

**Payment Summary**

AMOUNT PAST DUE	\$0.00
PRINCIPAL	\$0.00
FINANCE CHARGES	\$10,237.43
OTHER CHARGES	\$0.00
FEES	\$0.00
INSURANCE	\$0.00
LATE CHARGES	\$0.00
AMOUNT OVER LIMIT	\$0.00
MINIMUM PAYMENT	\$10,237.43

JEFFREY M FOSTER  
 6201 N KILPATRICK AVE  
 CHICAGO IL 60646-5070

STATEMENT DATE	11/30/07
LOAN NUMBER	[REDACTED]
MINIMUM PAYMENT - DUE 12/05/07	\$10,237.43
PAST DUE AMOUNT	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$10,237.43</b>
LATE CHARGE DATE	12/20/2007

LOAN NUMBER

AMOUNT ENCLOSED

Please make checks payable to MidAmerica Bank. To avoid a late charge, payments must be posted to your account before the late charge date shown above.

**HOME EQUITY CREDIT LINE --- Account [REDACTED]****Advances / Debits**

Date	Amount	Description
11/30	10,237.43	FINANCE CHARGE

**Payments / Credits**

Date	Amount	Description
11/20	11,366.18	REGULAR PAYMENT

**Finance Charge Summary**

Date	Principal Balance	Interest Rate	Daily Periodic Rate	Days	Finance Charge
11/01	1,889,987.89	6.500%	.01805555	30	10,237.43
TOTAL				30	10,237.43

ANNUAL PERCENTAGE RATE (APR) 6.590% PERIODIC RATE MAY VARY

**HOME EQUITY CREDIT LINE --- Account [REDACTED]****Summary of Loans**

Account Number	Product	Balance	YTD Interest	Due Date
[REDACTED]	CHECKLINE	1,900,225.32	125,391.68	12/05/07
<b>TOTAL LOANS</b>		<b>\$1,900,225.32</b>		

**Summary of Activity**

[REDACTED]  
**JEFFREY M FOSTER**  
 6201 N KILPATRICK AVE  
 CHICAGO IL 60646-5070

STATEMENT DATE	12/31/07
LOAN NUMBER	[REDACTED]
PREVIOUS BALANCE	\$1,900,225.32
ADVANCES & DEBITS	\$0.00
PAYMENTS & CREDITS	\$10,237.43
FINANCE CHARGES	\$10,578.68
LATE CHARGES	\$0.00
NEW BALANCE	\$1,900,566.57

**HOME EQUITY CREDIT LINE --- Account [REDACTED]****Account Summary**

PREVIOUS DATE	11/30/07
PREVIOUS BALANCE	\$1,900,225.32
+ ADVANCES & DEBITS	\$0.00
- PAYMENTS & CREDITS	\$10,237.43
+ FINANCE CHARGES	\$10,578.68
+ LATE CHARGES	\$0.00
NEW BALANCE	\$1,900,566.57
CREDIT LIMIT	\$1,890,000.00
AVAILABLE CREDIT	\$12.11

**Payment Summary**

AMOUNT PAST DUE	\$0.00
PRINCIPAL	\$0.00
FINANCE CHARGES	\$10,578.68
OTHER CHARGES	\$0.00
FEES	\$0.00
INSURANCE	\$0.00
LATE CHARGES	\$0.00
AMOUNT OVER LIMIT	\$0.00
MINIMUM PAYMENT	\$10,578.68

JEFFREY M FOSTER  
 6201 N KILPATRICK AVE  
 CHICAGO IL 60646-5070

STATEMENT DATE	12/31/07
LOAN NUMBER	[REDACTED]
MINIMUM PAYMENT - DUE 01/05/08	\$10,578.68
PAST DUE AMOUNT	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$10,578.68</b>
LATE CHARGE DATE	01/21/2008

LOAN NUMBER [REDACTED]

AMOUNT ENCLOSED

Please make checks payable to MidAmerica Bank. To avoid a late charge, payments must be posted to your account before the late charge date shown above.

**HOME EQUITY CREDIT LINE --- Account [REDACTED]****Advances / Debits**

Date	Amount	Description
12/31	10,578.68	FINANCE CHARGE

**Payments / Credits**

Date	Amount	Description
12/19	10,237.43	REGULAR PAYMENT

**Finance Charge Summary**

Date	Principal Balance	Interest Rate	Daily Periodic Rate	Days	Finance Charge
12/01	1,889,987.89	6.500%	.01805555	31	10,578.68
TOTAL				31	10,578.68

ANNUAL PERCENTAGE RATE (APR) 6.590% PERIODIC RATE MAY VARY

**HOME EQUITY CREDIT LINE --- Account [REDACTED]****Summary of Loans**

Account Number	Product	Balance	YTD Interest	Due Date
[REDACTED]	CHECKLINE	1,900,566.57	135,629.11	01/05/08
<b>TOTAL LOANS</b>		<b>\$1,900,566.57</b>		

[REDACTED]  
 JEFFREY M FOSTER  
 6201 N KILPATRICK AVE  
 CHICAGO IL 60646-5070

### **Summary of Activity**

STATEMENT DATE	01/31/08
LOAN NUMBER	[REDACTED]
PREVIOUS BALANCE	\$1,900,566.57
ADVANCES & DEBITS	\$0.00
PAYMENTS & CREDITS	\$10,578.68
FINANCE CHARGES	\$10,171.81
LATE CHARGES	\$0.00
NEW BALANCE	\$1,900,159.70

### **HOME EQUITY CREDIT LINE --- Account [REDACTED]**

#### **Account Summary**

PREVIOUS DATE	12/31/07
PREVIOUS BALANCE	\$1,900,566.57
+ ADVANCES & DEBITS	\$0.00
- PAYMENTS & CREDITS	\$10,578.68
+ FINANCE CHARGES	\$10,171.81
+ LATE CHARGES	\$0.00
NEW BALANCE	\$1,900,159.70
CREDIT LIMIT	\$1,890,000.00
AVAILABLE CREDIT	\$12.11

#### **Payment Summary**

AMOUNT PAST DUE	\$0.00
PRINCIPAL	\$0.00
FINANCE CHARGES	\$10,171.81
OTHER CHARGES	\$0.00
FEES	\$0.00
INSURANCE	\$0.00
LATE CHARGES	\$0.00
AMOUNT OVER LIMIT	\$0.00
MINIMUM PAYMENT	\$10,171.81

JEFFREY M FOSTER  
 6201 N KILPATRICK AVE  
 CHICAGO IL 60646-5070

STATEMENT DATE	01/31/08
LOAN NUMBER	[REDACTED]
MINIMUM PAYMENT - DUE 02/05/08	\$10,171.81
PAST DUE AMOUNT	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$10,171.81</b>
LATE CHARGE DATE	02/20/2008

LOAN NUMBER

AMOUNT ENCLOSED

Please make checks payable to MidAmerica Bank. To avoid a late charge, payments must be posted to your account before the late charge date shown above.

**HOME EQUITY CREDIT LINE --- Account [REDACTED]****Advances / Debits**

Date	Amount	Description
01/31	10,171.81	FINANCE CHARGE

**Payments / Credits**

Date	Amount	Description
01/15	10,578.68	REGULAR PAYMENT

**Finance Charge Summary**

Date	Principal Balance	Interest Rate	Daily Periodic Rate	Days	Finance Charge
01/01	1,889,987.89	6.250%	.01736111	31	10,171.81

TOTAL 31 10,171.81

ANNUAL PERCENTAGE RATE (APR) 6.336% PERIODIC RATE MAY VARY

**HOME EQUITY CREDIT LINE --- Account [REDACTED]****Summary of Loans**

Account Number	Product	Balance	YTD Interest	Due Date
[REDACTED]	CHECKLINE	1,900,159.70	10,578.68	02/05/08
<b>TOTAL LOANS</b>		<b>\$1,900,159.70</b>		

**NationalCity®**

P.O. BOX 5570  
CLEVELAND, OH 44101-0570

**EQUITY LINE OF CREDIT SUMMARY**

New Balance 1,896,700.37	Minimum Payment 6,712.48	Due Date 03/07/08
-----------------------------	-----------------------------	----------------------

Account number [REDACTED]

Amount Enclosed \$

Address change? Call Customer Service Number below.



PLEASE MAKE CHECK PAYABLE TO:

JEFFREY M FOSTER  
6201 N KILPATRICK AVE  
CHICAGO IL 60646-5070

40778

NATIONAL CITY  
P.O. BOX 856176  
LOUISVILLE, KY 40285-6176

W E L C O M E   T O   N A T I O N A L C I T Y   C R E D I T   C A R D

**NationalCity®****ACCOUNT SUMMARY**

Account number [REDACTED]  
Credit Limit 1,890,000.00  
Available Credit \$6,700.00 -  
Days in Billing Cycle 26  
Statement Closing Date 02/26/08

Previous Total Balance	1,900,159.70
Payments/Credits	\$10,171.81
Cash Advance/Credit Card	\$0.00
Cash Advance/Check	\$0.00
Finance Charges	\$6,712.48
Other Charges	\$0.00
New Total Balance	1,896,700.37

**TRANSACTIONS**

Tran Date	Post Date	Reference Number	Description	Amount
02/20	02/20	7448960E49Z7MJG20	BRANCH PAYMENT THANK YOU MI	10,171.81 CR
02/26	02/26		*FINANCE CHARGE*	6,712.48

**FINANCE CHARGES SUMMARY**

RATE TYPE	DAILY PERIODIC RATE*	CORRESPONDING ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AVERAGE DAILY BALANCE
Current Cash Advance/Credit Card	.01366%	5.00%	\$0.00	\$0.00
Current Cash Advance/Check	.01366%	5.00%	\$6,712.48	1,889,987.89

BLENDED ANNUAL PERCENTAGE RATE: 5.00%

\*UNLESS OTHERWISE STATED ABOVE, THIS RATE MAY VARY.

TOTAL \*FINANCE CHARGE\* PAID IN 2007 \$135629.11

**SPECIAL MESSAGES**

SEE THE ENCLOSED INSERT FOR DETAILS ON  
HOW TO READ YOUR NEW MONTHLY STATEMENT.

IF YOU AUTHORIZED MIDAMERICA TO CHARGE A DEPOSIT ACCOUNT FROM  
ANY BANK TO MAKE YOUR EQUITY LINE OF CREDIT PAYMENT, THIS  
AUTOMATED PAYMENT WILL CONTINUE TO BE CHARGED ON THE DATE  
AUTHORIZED OR WITHIN 3 DAYS AFTER THAT DATE. THIS DATE IS NOW  
THE DUE DATE AS REFERENCED ON YOUR STATEMENT.

CUSTOMER SERVICE 1-800-925-9259

MORE ACCOUNT OPTIONS AT [WWW.NATIONALCITY.COM/HOMEQUITYONLINE](http://WWW.NATIONALCITY.COM/HOMEQUITYONLINE)

Notice: See reverse side for important information on your account.



**EQUITY LINE OF CREDIT SUMMARY**

Account number [REDACTED]

JEFFREY M FOSTER

**SPECIAL MESSAGES**

*BECAUSE OF THIS CHANGE, YOUR STATEMENT MAY NOW CYCLE ON A  
DIFFERENT DATE DURING THE MONTH THAN PREVIOUSLY WITH  
MIDAMERICA. FOR THIS MONTH ONLY, YOUR STATEMENT MAY ALSO  
REFLECT MORE (OR LESS) DAYS IN THE BILLING CYCLE RESULTING IN  
HIGHER (OR LOWER) FINANCE CHARGES WHICH COULD INCREASE OR  
DECREASE THE MINIMUM PAYMENT DUE FOR THIS MONTH.*

*IF YOU WOULD LIKE TO SETUP ADDITIONAL PRINCIPAL PAYMENTS EACH  
MONTH CONTACT THE CUSTOMER SERVICE NUMBER ON YOUR STATEMENT,  
YOUR BRANCH OR ONLINE BANKING.*

CUSTOMER SERVICE 1-800-925-9259  
MORE ACCOUNT OPTIONS AT [WWW.NATIONALCITY.COM/HOME/EQUITYONLINE](http://WWW.NATIONALCITY.COM/HOME/EQUITYONLINE)

**NationalCity®**

P.O. BOX 5570  
CLEVELAND, OH 44101-0570

**EQUITY LINE OF CREDIT SUMMARY**

New Balance 1,896,351.29	Minimum Payment 6,363.40	Due Date 04/05/08
-----------------------------	-----------------------------	----------------------

Account number [REDACTED]

Amount Enclosed \$

Address change? Call Customer Service Number below.

PLEASE MAKE CHECK PAYABLE TO:

NATIONAL CITY  
P.O. BOX 856176  
LOUISVILLE, KY 40285-6176

JEFFREY M FOSTER  
6201 N KILPATRICK AVE  
CHICAGO IL 60646-5070

31921

[REDACTED]

MILLER 1000 0000 0000 0000 0000 0000 0000 0000

**NationalCity®****ACCOUNT SUMMARY**

Account number [REDACTED]  
Credit Limit 1,890,000.00  
Available Credit \$6,351.00 -  
Days in Billing Cycle 29  
Statement Closing Date 03/26/08

Previous Total Balance	1,896,700.37
Payments/Credits	\$6,712.48
Cash Advance/Credit Card	\$0.00
Cash Advance/Check	\$0.00
Finance Charges	\$6,363.40
Other Charges	\$0.00
New Total Balance	1,896,351.29

**TRANSACTIONS**

Tran Date	Post Date	Reference Number	Description	Amount
03/14	03/14	7448960EW9Z7N0EQ8	BRANCH PAYMENT THANK YOU MI	6,712.48 CR
03/26	03/26		*FINANCE CHARGE*	6,363.40

**FINANCE CHARGES SUMMARY**

RATE TYPE	DAILY PERIODIC RATE*	CORRESPONDING ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AVERAGE DAILY BALANCE
Current Cash Advance/Credit Card	.01161%	4.25%	\$0.00	\$0.00
Current Cash Advance/Check	.01161%	4.25%	\$6,363.40	1,889,987.89

BLENDED ANNUAL PERCENTAGE RATE: 4.25%

\*UNLESS OTHERWISE STATED ABOVE, THIS RATE MAY VARY.

TOTAL \*FINANCE CHARGE\* PAID IN 2007 \$135629.11

**SPECIAL MESSAGES**

REMINDER: THE "LATE CHARGE DATE" DOES NOT APPEAR ON THIS STATEMENT AS IT DID WITH MIDAMERICA. BUT THE SAME AMOUNT OF GRACE DAYS STILL APPLY. A LATE CHARGE WILL BE ASSESSED 15 DAYS AFTER THE DUE DATE REFLECTED ON THIS STATEMENT. THIS IS YOUR LATE CHARGE DATE.

CUSTOMER SERVICE 1-800-925-9259

MORE ACCOUNT OPTIONS AT [WWW.NATIONALCITY.COM/HOMEQUITYONLINE](http://WWW.NATIONALCITY.COM/HOMEQUITYONLINE)

Notice: See reverse side for important information on your account.



P.O. BOX 5570  
CLEVELAND, OH 44101-0570

### EQUITY LINE OF CREDIT SUMMARY

New Balance <b>1,896,580.72</b>	Minimum Payment <b>6,582.83</b>	Due Date <b>05/05/08</b>
------------------------------------	------------------------------------	-----------------------------

Account number [REDACTED]

**Amount Enclosed \$**

Address change? Call Customer Service Number below.

PLEASE MAKE CHECK PAYABLE TO:

NATIONAL CITY  
P.O. BOX 856176  
LOUISVILLE, KY 40285-6176

JEFFREY M FOSTER  
6201 N KILPATRICK AVE  
CHICAGO IL 60646-5070

31974

[REDACTED]

[REDACTED]

RECEIVED ECCC CCEC E1F E1C 2C 1! L1W CC 1



### ACCOUNT SUMMARY

Account number [REDACTED]  
Credit Limit 1,890,000.00  
Available Credit \$6,580.00 -  
Days in Billing Cycle 30  
Statement Closing Date 04/25/08

Previous Total Balance	1,896,351.29
Payments/Credits	\$6,363.40
Cash Advance/Credit Card	\$0.00
Cash Advance/Check	\$0.00
Finance Charges	\$6,582.83
Other Charges	\$10.00
New Total Balance	1,896,580.72

### TRANSACTIONS

Tran	Post Date	Reference Number	Description	Amount
04/21	04/21	7448960G19Z7NNNSK	BRANCH PAYMENT THANK YOU MI	6,363.40 CR
04/25	04/25		LATE FEE	10.00
04/25	04/25		"FINANCE CHARGE"	6,582.83

### FINANCE CHARGES SUMMARY

RATE TYPE	DAILY PERIODIC RATE*	CORRESPONDING ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AVERAGE DAILY BALANCE
Current Cash Advance/Credit Card	.01161%	4.25%	\$0.00	\$0.00
Current Cash Advance/Check	.01161%	4.25%	\$6,582.83	1,889,987.89

BLENDED ANNUAL PERCENTAGE RATE: 4.25%

\*UNLESS OTHERWISE STATED ABOVE, THIS RATE MAY VARY.

### SPECIAL MESSAGES

REMINDER: THE "LATE CHARGE DATE" DOES NOT APPEAR ON THIS STATEMENT AS IT DID WITH MIDAMERICA. BUT THE SAME AMOUNT OF GRACE DAYS STILL APPLY. A LATE CHARGE WILL BE ASSESSED 15 DAYS AFTER THE DUE DATE REFLECTED ON THIS STATEMENT. THIS IS YOUR LATE CHARGE DATE.

CUSTOMER SERVICE 1-800-925-9259

MORE ACCOUNT OPTIONS AT [WWW.NATIONALCITY.COM/HOMEQUITYONLINE](http://WWW.NATIONALCITY.COM/HOMEQUITYONLINE)

Notice: See reverse side for important information on your account.

**NationalCity®**P.O. BOX 5570  
CLEVELAND, OH 44101-0570**EQUITY LINE OF CREDIT SUMMARY**New Balance | Minimum Payment | Due Date  
1,896,602.26 | 6,604.37 | 06/06/08

Account number [REDACTED]

Amount Enclosed \$ \_\_\_\_\_

Address change? Call Customer Service Number below.

PLEASE MAKE CHECK PAYABLE TO:

JEFFREY M FOSTER  
6201 N KILPATRICK AVE  
CHICAGO IL 60646-5070

33117

NATIONAL CITY  
P.O. BOX 856176  
LOUISVILLE, KY 40285-6176

[REDACTED]

[REDACTED]

Miller Home Equity Finance Co. Inc.

**NationalCity®****ACCOUNT SUMMARY**

Previous Total Balance	1,896,580.72
Payments/Credits	\$6,582.83
Cash Advance/Credit Card	\$0.00
Cash Advance/Check	\$0.00
Finance Charges	\$6,604.37
Other Charges	\$0.00
New Total Balance	1,896,602.26

Account number [REDACTED]  
 Credit Limit 1,890,000.00  
 Available Credit \$6,602.00 -  
 Days in Billing Cycle 32  
 Statement Closing Date 05/27/08

**TRANSACTIONS**

Tran Date	Post Date	Reference Number	Description	Amount
05/12	05/12	7448960GN9Z7NSMN0	BRANCH PAYMENT THANK YOU MI	6,582.83 CR
05/27	05/27		*FINANCE CHARGE*	6,604.37

**FINANCE CHARGES SUMMARY**

RATE TYPE	DAILY PERIODIC RATE*	CORRESPONDING ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AVERAGE DAILY BALANCE
Current Cash Advance/Credit Card	.01092%	4.00%	\$0.00	\$0.00
Current Cash Advance/Check	.01092%	4.00%	\$6,604.37	1,889,987.89

BLENDED ANNUAL PERCENTAGE RATE: 4.00%

\*UNLESS OTHERWISE STATED ABOVE, THIS RATE MAY VARY.

**SPECIAL MESSAGES**

REMINDER: THE "LATE CHARGE DATE" DOES NOT APPEAR ON THIS STATEMENT AS IT DID WITH MIDAMERICA. BUT THE SAME AMOUNT OF GRACE DAYS STILL APPLY. A LATE CHARGE WILL BE ASSESSED 15 DAYS AFTER THE DUE DATE REFLECTED ON THIS STATEMENT. THIS IS YOUR LATE CHARGE DATE.

CUSTOMER SERVICE 1-800-925-9259

MORE ACCOUNT OPTIONS AT [WWW.NATIONALCITY.COM/HOMEQUITYONLINE](http://WWW.NATIONALCITY.COM/HOMEQUITYONLINE)

Notice: See reverse side for important information on your account.

**NationalCity®**P.O. BOX 5570  
CLEVELAND, OH 44101-0570**EQUITY LINE OF CREDIT SUMMARY**New Balance      Minimum Payment      Due Date  
1,896,033.10      6,033.10      07/05/08

Account number [REDACTED]

Amount Enclosed \$ [REDACTED]

Address change? Call Customer Service Number below

PLEASE MAKE CHECK PAYABLE TO:

JEFFREY M FOSTER  
6201 N KILPATRICK AVE  
CHICAGO IL 60646-5070

30596

NATIONAL CITY  
P.O. BOX 856176  
LOUISVILLE, KY 40285-6176

[REDACTED]

[REDACTED]

W E L C O M E ! CCC C C E C E E I F E I C 2 C 1 ! L I E C C 1

**NationalCity®****ACCOUNT SUMMARY**

**Account number** [REDACTED]  
 Credit Limit 1,890,000.00  
 Available Credit \$6,033.00 -  
 Days in Billing Cycle 29  
 Statement Closing Date 06/25/08

Previous Total Balance	1,896,602.26
Payments/Credits	\$6,604.37
Cash Advance/Credit Card	\$50.00
Cash Advance/Check	\$0.00
Finance Charges	\$5,985.21
Other Charges	\$0.00
New Total Balance	1,896,033.10

**TRANSACTIONS**

Tran Date	Post Date	Reference Number	Description	Amount
06/16	06/16	7448960HT9Z7NXEKM	BRANCH PAYMENT THANK YOU MI	6,604.37 CR
06/25	06/25	F426400J1000CYLAC	ANNUAL FEE 07/08 THROUGH 06/09	50.00
06/25	06/25		"FINANCE CHARGE"	5,985.21

**FINANCE CHARGES SUMMARY**

RATE TYPE	DAILY PERIODIC RATE*	CORRESPONDING ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AVERAGE DAILY BALANCE
Current Cash Advance/Credit Card	.01092%	4.00%	\$0.00	\$0.00
Current Cash Advance/Check	.01092%	4.00%	\$5,985.21	1,889,987.89

BLENDED ANNUAL PERCENTAGE RATE: 4.00%

\*UNLESS OTHERWISE STATED ABOVE, THIS RATE MAY VARY.

CUSTOMER SERVICE 1-800-925-9259

MORE ACCOUNT OPTIONS AT [WWW.NATIONALCITY.COM/HOMEQUITYONLINE](http://WWW.NATIONALCITY.COM/HOMEQUITYONLINE)

Notice: See reverse side for important information on your account.

**NationalCity®**

P.O. BOX 5570  
CLEVELAND, OH 44101-0570

**EQUITY LINE OF CREDIT SUMMARY**

New Balance <b>1,896,810.76</b>	Minimum Payment <b>6,810.76</b>	Due Date <b>08/07/08</b>
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Account number [REDACTED]

Amount Enclosed \$ \_\_\_\_\_

Address change? Call Customer Service Number below.

PLEASE MAKE CHECK PAYABLE TO:

JEFFREY M FOSTER  
6201 N KILPATRICK AVE  
CHICAGO IL 60646-5070

29006

NATIONAL CITY  
P.O. BOX 856176  
LOUISVILLE, KY 40285-6176

[REDACTED]

[REDACTED]

F E L L E R      ! C E C      C C E C      F E I F E I C 2 C 1      C C 1

**NationalCity®****ACCOUNT SUMMARY**

Account number [REDACTED]  
Credit Limit 1,890,000.00  
Available Credit \$6,810.00 -  
Days in Billing Cycle 33  
Statement Closing Date 07/28/08

Previous Total Balance	1,896,033.10
Payments/Credits	\$6,033.10
Cash Advance/Credit Card	\$0.00
Cash Advance/Check	\$0.00
Finance Charges	\$6,810.76
Other Charges	\$0.00
New Total Balance	1,896,810.76

**TRANSACTIONS**

Tran Date	Post Date	Reference Number	Description	Amount
07/16	07/16	7448960JP9Z7ML4KR	BRANCH PAYMENT THANK YOU MI	6,033.10 CR
07/28	07/28		*FINANCE CHARGE*	6,810.76

**FINANCE CHARGES SUMMARY**

RATE TYPE	DAILY PERIODIC RATE*	CORRESPONDING ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AVERAGE DAILY BALANCE
Current Cash Advance/Credit Card	.01092%	4.00%	\$0.00	\$0.00
Current Cash Advance/Check	.01092%	4.00%	\$6,810.76	1,889,987.89

BLENDED ANNUAL PERCENTAGE RATE: 4.00%

\*UNLESS OTHERWISE STATED ABOVE, THIS RATE MAY VARY.

**SPECIAL MESSAGES**

IMPORTANT INFORMATION ABOUT CREDIT AVAILABILITY: IN ORDER  
TO ENSURE THERE IS ENOUGH TIME FOR A PAYMENT TO CLEAR  
THE ACCOUNT ON WHICH IT IS DRAWN, WE MAY NOT MAKE THE  
PAYMENT AMOUNT AVAILABLE TO RE-BORROW FOR A PERIOD OF  
10 OR 14 DAYS. DEPENDING ON THE AMOUNT OF PAYMENT  
AND OTHER FACTORS.

CUSTOMER SERVICE 1-800-925-9259

MORE ACCOUNT OPTIONS AT [WWW.NATIONALCITY.COM/HOMEQUITYONLINE](http://WWW.NATIONALCITY.COM/HOMEQUITYONLINE)

Notice: See reverse side for important information on your account.



P.O. BOX 5570  
CLEVELAND, OH 44101-0570

### EQUITY LINE OF CREDIT SUMMARY

New Balance 1,895,985.21	Minimum Payment 5,985.21	Due Date 09/05/08
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Account number [REDACTED]

Amount Enclosed \$ \_\_\_\_\_

Address change? Call Customer Service Number below.

PLEASE MAKE CHECK PAYABLE TO:

NATIONAL CITY  
P.O. BOX 856176  
LOUISVILLE, KY 40285-6176

JEFFREY M FOSTER  
6201 N KILPATRICK AVE  
CHICAGO IL 60646-5070

28734

[REDACTED]

[REDACTED]

W E L C O M E ! C E C E R E F E R E C E C T I O N C C 1

### NationalCity®

Account number [REDACTED]  
Credit Limit 1,890,000.00  
Available Credit \$5,985.00 -  
Days in Billing Cycle 29  
Statement Closing Date 08/26/08

ACCOUNT SUMMARY	
Previous Total Balance	1,896,810.76
Payments/Credits	\$6,810.76
Cash Advance/Credit Card	\$0.00
Cash Advance/Check	\$0.00
Finance Charges	\$5,985.21
Other Charges	\$0.00
New Total Balance	1,895,985.21

TRANSACTIONS		Reference Number	Description	Amount
Tran Date	Post Date			
08/22	08/22	7448960KX9Z7MRV1R	BRANCH PAYMENT THANK YOU MI	6,810.76 CR
08/26	08/26		*FINANCE CHARGE*	5,985.21

### FINANCE CHARGES SUMMARY

RATE TYPE	DAILY PERIODIC RATE*	CORRESPONDING ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AVERAGE DAILY BALANCE
Current Cash Advance/Credit Card	.01092%	4.00%	\$0.00	\$0.00
Current Cash Advance/Check	.01092%	4.00%	\$5,985.21	1,889,987.89

BLENDED ANNUAL PERCENTAGE RATE: 4.00%

\*UNLESS OTHERWISE STATED ABOVE, THIS RATE MAY VARY.

CUSTOMER SERVICE 1-800-925-9259

MORE ACCOUNT OPTIONS AT [WWW.NATIONALCITY.COM/HOMEQUITYONLINE](http://WWW.NATIONALCITY.COM/HOMEQUITYONLINE)

Notice: See reverse side for important information on your account.

**NationalCity®**P.O. BOX 5570  
CLEVELAND, OH 44101-0570**EQUITY LINE OF CREDIT SUMMARY**

New Balance <b>1,896,201.60</b>	Minimum Payment <b>6,201.60</b>	Due Date <b>10/05/08</b>
------------------------------------	------------------------------------	-----------------------------

Account number [REDACTED]

Amount Enclosed \$ \_\_\_\_\_

Address change? Call Customer Service Number below.

PLEASE MAKE CHECK PAYABLE TO:

NATIONAL CITY  
P.O. BOX 856176  
LOUISVILLE, KY 40285-6176JEFFREY M FOSTER  
6201 N KILPATRICK AVE  
CHICAGO IL 60646-5070

28443

[REDACTED]

[REDACTED]

P U L E R ! C E C C C E C F E T E I C 2 C 1 ! I L R C C 1

**NationalCity®****ACCOUNT SUMMARY**

**Account number** [REDACTED]  
**Credit Limit** 1,890,000.00  
**Available Credit** \$6,201.00 -  
**Days in Billing Cycle** 30  
**Statement Closing Date** 09/25/08

Previous Total Balance	1,895,985.21
Payments/Credits	\$5,985.21
Cash Advance/Credit Card	\$0.00
Cash Advance/Check	\$0.00
Finance Charges	\$6,191.60
Other Charges	\$10.00
New Total Balance	1,896,201.60

**TRANSACTIONS**

Tran Date	Post Date	Reference Number	Description	Amount
09/22	09/22	7448960LV9Z7NN6BF	BRANCH PAYMENT THANK YOU MI	5,985.21 CR
09/25	09/25		LATE FEE	10.00
09/25	09/25		*FINANCE CHARGE*	6,191.60

**FINANCE CHARGES SUMMARY**

RATE TYPE	DAILY PERIODIC RATE*	CORRESPONDING ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AVERAGE DAILY BALANCE
Current Cash Advance/Credit Card	.01092%	4.00%	\$0.00	\$0.00
Current Cash Advance/Check	.01092%	4.00%	\$6,191.60	1,889,987.89

BLENDED ANNUAL PERCENTAGE RATE: 4.00%

\*UNLESS OTHERWISE STATED ABOVE, THIS RATE MAY VARY.

CUSTOMER SERVICE 1-800-925-9259

MORE ACCOUNT OPTIONS AT [WWW.NATIONALCITY.COM/HOMEQUITYONLINE](http://WWW.NATIONALCITY.COM/HOMEQUITYONLINE)

Notice: See reverse side for important information on your account.

**NationalCity®**P.O. BOX 5570  
CLEVELAND, OH 44101-0570**EQUITY LINE OF CREDIT SUMMARY**New Balance      Minimum Payment      Due Date  
**1,895,972.53**      **5,972.53**      **11/07/08**

Account number [REDACTED]

Amount Enclosed \$ \_\_\_\_\_

Address change? Call Customer Service Number below.

PLEASE MAKE CHECK PAYABLE TO:

NATIONAL CITY  
P.O. BOX 856176  
LOUISVILLE, KY 40285-6176JEFFREY M FOSTER  
6201 N KILPATRICK AVE  
CHICAGO IL 60646-5070

29729

[REDACTED]

[REDACTED]

W E L C O M E ! C O M P R E H E N S I V E C O M

**NationalCity®****ACCOUNT SUMMARY**

**Account number** [REDACTED]  
 Credit Limit 1,890,000.00  
 Available Credit \$5,972.00 -  
 Days in Billing Cycle 33  
 Statement Closing Date 10/28/08

Previous Total Balance	1,896,201.60
Payments/Credits	\$6,201.60
Cash Advance/Credit Card	\$0.00
Cash Advance/Check	\$0.00
Finance Charges	\$5,962.53
Other Charges	\$10.00
New Total Balance	1,895,972.53

**TRANSACTIONS**

Tran Date	Post Date	Reference Number	Description	Amount
10/22	10/22	7448960MT9Z7LW71Y	BRANCH PAYMENT THANK YOU MI	6,201.60 CR
10/28	10/28		LATE FEE	10.00
10/28	10/28		*FINANCE CHARGE*	5,962.53

**FINANCE CHARGES SUMMARY**

RATE TYPE	DAILY PERIODIC RATE*	CORRESPONDING ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AVERAGE DAILY BALANCE
Current Cash Advance/Credit Card	.00956%	3.50%	\$0.00	\$0.00
Current Cash Advance/Check	.00956%	3.50%	\$5,962.53	1,889,987.89

BLENDED ANNUAL PERCENTAGE RATE: 3.50%

\*UNLESS OTHERWISE STATED ABOVE, THIS RATE MAY VARY.

**SPECIAL MESSAGES**

HELP PROTECT YOURSELF FROM UNPLANNED HARDSHIPS  
 WITH THE NATIONAL CITY LINE OF CREDIT PROTECTION PLAN  
 CALL US AT 1-800-358-0923 AND BE SURPRISED!  
 BRAND NEW BENEFITS, EASY ENROLLMENT PROCESS.

## COMING SOON!

A FRESH, VIBRANT NEW LOOK IS COMING TO  
 HOME EQUITY ONLINE IN NOVEMBER 2008.  
 NOT ENROLLED IN HOME EQUITY ONLINE?  
 GET INSTANT ACCESS AT NATIONALCITY.COM/HOMESEQUITYONLINE.

CUSTOMER SERVICE 1-800-925-9259

MORE ACCOUNT OPTIONS AT WWW.NATIONALCITY.COM/HOMESEQUITYONLINE

Notice: See reverse side for important information on your account.

**NationalCity**<sup>®</sup>

P.O. BOX 5570  
CLEVELAND, OH 44101-0570

## **EQUITY LINE OF CREDIT SUMMARY**

New Balance	Minimum Payment	Due Date
<b>1,901,967.74</b>	<b>11,967.74</b>	<b>12/06/08</b>

**Account number**

**Amount Enclosed \$**

*Address change? Call Customer Service Number below.*

**PLEASE MAKE CHECK PAYABLE TO:**

JEFFREY M FOSTER  
6201 N KILPATRICK AVE  
CHICAGO IL 60646-5070

44335

NATIONAL CITY  
P.O. BOX 856176  
LOUISVILLE, KY 40285-6176

Figure 1. A schematic diagram of the experimental setup for the measurement of the absorption coefficient.

WILLIAM MCCARTHY SAWYER ROBERT MCCARTHY

National City®

**ACCOUNT SUMMARY**

<b>Account number</b>	[REDACTED]	Payment Due Date	\$1,901,967.74
Credit Limit	1,890,000.00	Cash Advance/Credit Card	\$0.00
Available Credit	\$11,967.00 -	Cash Advance/Check	\$0.00
Days in Billing Cycle	29	Finance Charges	\$5,985.21
Statement Closing Date	11/26/08	Other Charges	\$10.00
		New Total Balance	1,901,967.74
		Past Due Balance	\$5,972.53

**YOUR ACCOUNT IS DELINQUENT. PLEASE REMIT THE  
AMOUNT PAST DUE. FOR QUESTIONS, CALL US AT  
1-866-622-2657.**

TRANSACTIONS				
Tran Date	Post Date	Reference Number	Description	Amount
11/26	11/26		LATE FEE	10.00
11/26	11/26		*FINANCE CHARGE*	5.98521

**FINANCE CHARGES SUMMARY**

RATE TYPE	DAILY PERIODIC RATE*	CORRESPONDING ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AVERAGE DAILY BALANCE
Current Cash Advance/Credit Card	.01092%	4.00%	\$0.00	\$0.00
Current Cash Advance/Check	.01092%	4.00%	\$5,985.21	1,889,987.89

BLENDED ANNUAL PERCENTAGE RATE: 4.00%

\*UNLESS OTHERWISE STATED ABOVE, THIS RATE MAY VARY.

**SPECIAL MESSAGES**

## **EXCITING NEWS!**

YOUR MONTHLY STATEMENT IS CHANGING AND WILL HAVE A FRESH,  
COLORFUL NEW LOOK. THE EASY TO READ FORMAT HAS BEEN DESIGNED  
WITH YOU IN MIND AND WILL BE ARRIVING IN YOUR MAILBOX SOON.

**HELP PROTECT YOURSELF FROM UNPLANNED HARDSHIPS  
WITH THE NATIONAL CITY LINE OF CREDIT PROTECTION PLAN**  
**CALL US AT 1-800-358-0923 AND BE SURPRISED!**  
**BRAND NEW BENEFITS, EASY ENROLLMENT PROCESS.**

CUSTOMER SERVICE 1-800-925-9259

**MORE ACCOUNT OPTIONS AT [WWW.NATIONALCITY.COM/HOMEQUITYONLINE](http://WWW.NATIONALCITY.COM/HOMEQUITYONLINE)**

*Notice: See reverse side for important information on your account.*

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X Page 1 of 1

4264 6100 L705 O1AD5170 44335

**NationalCity.**

**JEFFREY M FOSTER**, visit NCC.com to take advantage of our free online bill payment service to ensure your monthly payment arrives on time, avoid late fees and maintain your good credit rating.

## **Home equity line of credit**

Account #	[REDACTED]
Statement closing date	12/26/08
<b>New balance</b>	<b>\$1,896,201.81</b>
Minimum payment	\$6,201.81
Due date	01/05/09

## Questions?

NationalCity.com/HomeEquityOnline  
1 800 925 9259

## Your account summary

Previous balance	\$1,901,967.74	Total credit limit	\$1,890,000.00
Total payments received thank you	\$11,967.53	Total available credit	\$6,201.00
Purchases	\$0.00		
Advances	\$0.00		
Late and overlimit fees	\$10.00		
Finance charges	\$6,191.60		
Credits	\$0.00		
<b>New balance</b>	<b>\$1,896,201.81</b>		
Minimum payment	\$6,201.81		
Due date	01/05/09		

## Your transactions

TRANS DATE	POST DATE	REFERENCE NUMBER	DESCRIPTION	AMOUNT
12/01	12/01	7448960P19Z7NK1WQ	BRANCH PAYMENT	THANK YOU OH \$5,972.53
12/23	12/23	7448960PP9Z7MNFX	BRANCH PAYMENT	THANK YOU OH 5,995.00
12/26	12/26		LATE FEE	10.00
12/26	12/26		*FINANCE CHARGE*	6.19160

5170 WOG 001 7 18 081226 0 O PAGE 1 of 3 1 0 4264 6100 L705 OA5170AN

**National City.**

PO Box 5570  
Cleveland OH 44101 0570

## **Home equity line of credit**

To change your address, phone number or e-mail address, call us at 1 800 925 9259

<b>Account #</b>	[REDACTED]
<b>New balance</b>	<b>\$1,896,201.81</b>
<b>Minimum payment</b>	<b>\$6,201.81</b>
<b>Due date</b>	<b>01/05/09</b>

Make check payable to:

NATIONAL CITY  
PO BOX 856177  
LOUISVILLE KY 40285 6177

JEFFREY M FOSTER  
6201 N KILPATRICK AVE  
CHICAGO IL 60646 5070

**PAYMENT ENCLOSED**

PAYMENT ENCLOSED

[View all posts](#) [View all posts](#) [View all posts](#) [View all posts](#) [View all posts](#)

## Terms and conditions

**Crediting of Payments (Payments mailed through the United States Postal Service)**: If payments are received by us at P.O. Box 856177, Louisville, KY 40285-6177 by 1:00 PM Eastern Time, they will be credited as of that day, excluding holidays. Payments received after 1:00 PM Eastern Time, will be credited as of the following day, excluding holidays. Do not send cash payments. The top portion of this statement must accompany your payment and only one payment can be inserted in the envelope provided. The payment address must be placed in the window of the envelope. Do not fold check or top portion of this statement. Paper clips, staples, tape, or other correspondence should not be included with your payment. If you make a payment at any other authorized banking location (branch) or if you fail to follow these payment instructions, the crediting of such payment to your account may be delayed up to 5 days. Payments made online, through the automated phone system, with a service Representative, or through any other available channel will be credited in accordance with the disclosure given at the time payment is initiated for that payment channel.

**Important information about Credit Availability:** In order to ensure there is enough time for a payment to clear the account on which it is drawn, we may not make the payment amount available to re-borrow for a period of 10 or 14 days, depending on the amount of the payment and other factors. Even if the payment amount is not available immediately, the payment will be credited on receipt if and as provided in the section called "Crediting of Payments" above.

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**For Equity Line of Credit Accounts with a Fixed Rate Lock Option:** To get the average daily balance for a Fixed Rate Lock (FRL), we take the beginning balance on each FRL each day, subtract any payments or credits and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the average daily balance. If the front of your statement shows a daily periodic rate, the finance charge may be determined by (1) multiplying each of the average daily balances by the number of days in the billing cycle, (2) multiplying each of the results by the applicable daily periodic rate, and (3) adding these products together. Your agreement describes how the Annual Percentage Rate is calculated.

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- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

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QA5170AN - 5 - 12/04/2008

**National City**Account #  
Statement closing date

12/26/08

**Your finance charges**

TYPE OF RATE	CORRESPONDING ANNUAL PERCENTAGE RATE (APR)	DAILY PERIODIC RATE (MAY VARY)	AVERAGE DAILY BALANCE	FINANCE CHARGE
Purchases	<b>4 00%</b>	0 01092%	\$0 00	\$0 00
Advances	<b>4 00%</b>	0 01092%	\$1,889,987 89	\$6,191 60

**Blended APR: 4 00%**  
 Days in billing cycle: 30

**① Important information - please read**

See the enclosed insert for details on how to read your new monthly statement

# NationalCity®

JEFFREY M FOSTER, a total of \$6,201 81 is past due and needs to be paid online or by calling 1 866 622 2657

## Home equity line of credit

Account #	[REDACTED]
Statement closing date	01/27/09
New balance	\$1,902,834 33
⑤ Total minimum payment due	\$12,834 33
⑥ Due date	02/06/09

### Questions?

NationalCity.com/HomeEquityOnline  
1 800 925 9259

### Your account summary

Previous balance	\$1,896,201 81	Total credit limit	\$1,890,000 00
Payment received	\$0 00	Total available credit	\$12,834 00
Purchases	\$0 00		
Advances	\$0 00		
Late and overlimit fees	\$10 00	Total Interest Paid in 2008	\$83,963 89
Finance charges	\$6,622 52		
Credits	\$0 00		
<b>New balance</b>	<b>\$1,902,834 33</b>		
<b>Past due amount - due now</b>	<b>\$6,201 81</b>		
Current minimum payment	\$6,632 52		
<b>⑤ Total minimum payment due</b>	<b>\$12,834 33</b>		
<b>⑥ Due date</b>	<b>02/06/09</b>		

### Your transactions

TRANS DATE	POST DATE	REFERENCE NUMBER	DESCRIPTION	AMOUNT
01/27	01/27		LATE FEE	\$10 00
01/27	01/27		*FINANCE CHARGE*	6,622 52

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# NationalCity®

PO BOX 5570  
CLEVELAND OH 44101 0570

Account #	[REDACTED]
New balance	\$1,902,834 33
⑤ Total minimum payment due	\$12,834 33
⑥ Due date	02/06/09

## Home equity line of credit

To change your address, phone number or e mail address, call us at 1 800 925 9259

PAYMENT ENCLOSED

\$    ,    .

JEFFREY M FOSTER

6201 N KILPATRICK AVE  
CHICAGO IL 60646 5070

Make check payable to:

NATIONAL CITY  
PO BOX 856177  
LOUISVILLE KY 40285 6177



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- The dollar amount of the suspected error
- Describe the error and explain if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

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0A5170AN - 5 - 12/04/2008

**NationalCity**Account # XXXXXXXXXX  
Statement closing date

01/27/09

**Your finance charges**

TYPE OF RATE	CORRESPONDING ANNUAL PERCENTAGE RATE (APR)	DAILY PERIODIC RATE (MAY VARY)	AVERAGE DAILY BALANCE	FINANCE CHARGE
Purchases	<b>4.00%</b>	0.01095%	\$0.00	\$0.00
Advances	<b>4.00%</b>	0.01095%	\$1,889,987.89	\$6,622.52

**Blended APR: 4.00%**  
 Days in billing cycle: 32

**① Important information - please read**

YOUR ACCOUNT IS DELINQUENT PLEASE REMIT THE  
 AMOUNT PAST DUE FOR QUESTIONS, CALL US AT  
 1 866 622 2657

TOTAL \*FINANCE CHARGE\* PAID IN 2008 \$83963.89

**NationalCity.**

**JEFFREY M FOSTER**, a total of \$6,632.52 is past due and needs to be paid online or by calling 1 866 622 2657

### **Home equity line of credit**

Account # [REDACTED]  
Statement closing date 02/25/09  
**New balance** \$1,902,644 17  
⑤ Total minimum payment due \$12,644 17  
⑥ Due date 03/07/09

Questions?

NationalCity.com/HomeEquityOnline  
1 800 925 9259

## Your account summary

Previous balance	\$1,902,834.33	Total credit limit	\$1,890,000.00
Total payments received thank you	\$6,201.81	Total available credit	\$12,644.00
Purchases	\$0.00		
Advances	\$0.00		
Late and overlimit fees	\$10.00		
Finance charges	\$6,001.65	Total Interest Paid in 2008	\$83,963.89
Credits	\$0.00		
<b>New balance</b>	<b>\$1,902,644.17</b>		
<b>Past due amount - due now</b>	<b>\$6,632.52</b>		
Current minimum payment	\$6,011.65		
<b>\$ Total minimum payment due</b>	<b>\$12,644.17</b>		
<b>Due date</b>	<b>03/07/09</b>		

## Your transactions

TRANS DATE	POST DATE	REFERENCE NUMBER	DESCRIPTION			AMOUNT
01/30	01/30	7448960029Z7M2RZZ	BRANCH PAYMENT	THANK YOU	OH	\$6,191.60
02/05	02/05	7448960159Z7LXJBT	BRANCH PAYMENT	THANK YOU	OH	10.21
02/25	02/25		LATE FEE			10.00
02/25	02/25		*FINANCE CHARGE*			6,001.65

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**National City**  
PO BOX 5570  
CLEVELAND, OH 44101-0570

**↑ PLEASE TEAR HERE**

Account #	
New balance	\$1,902,644 17
Total minimum payment due	\$12,644 17
Due date	03/07/09

### **Home equity line of credit**

To change your address, phone number or e-mail address, call us at 1-800-925-9259.

PAYMENT ENCLOSED

\$   .    .

Make check payable to:

NATIONAL CITY  
PO BOX 856177  
LOUISVILLE KY 40285 6177

JEFFREY M FOSTER  
6201 N KILPATRICK AVE  
CHICAGO IL 60646 5070

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- The dollar amount of the suspected error.
- Describe the error and explain if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

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0A5170AN - 6 - 01/09/2009

**NationalCity**Account # [REDACTED]  
Statement closing date

02/25/09

**Your finance charges**

TYPE OF RATE	CORRESPONDING ANNUAL PERCENTAGE RATE (APR)	DAILY PERIODIC RATE (MAY VARY)	AVERAGE DAILY BALANCE	FINANCE CHARGE
Purchases	<b>4 00%</b>	0.01095%	\$0.00	\$0.00
Advances	<b>4 00%</b>	0.01095%	\$1,889,987.89	\$6,001.65

**Blended APR: 4 00%**  
 Days in billing cycle: 29

**① Important information - please read**

YOUR ACCOUNT IS DELINQUENT PLEASE REMIT THE  
 AMOUNT PAST DUE FOR QUESTIONS, CALL US AT  
 1 866 622 2657

TOTAL \*FINANCE CHARGE\* PAID IN 2008 \$83963.89

# NationalCity

JEFFREY M FOSTER, a total of \$6,011.61 is past due and needs to be paid online or by calling 1 866 622 2657

## Home equity line of credit

Account #	[REDACTED]
Statement closing date	03/26/09
New balance	\$1,902,023.26
\$ Total minimum payment due	\$12,023.26
③ Due date	04/05/09

### Questions?

NationalCity.com/HomeEquityOnline  
1 800 925 9259

### Your account summary

Previous balance	\$1,902,644.17	Total credit limit	\$1,890,000.00
Payment received on 03/06/09 thank you	\$6,632.56	Total available credit	\$12,023.00
Purchases	\$0.00		
Advances	\$0.00		
Late and overlimit fees	\$10.00	Total Interest Paid in 2008	\$83,963.89
Finance charges	\$6,001.65		
Credits	\$0.00		
<b>New balance</b>	<b>\$1,902,023.26</b>		
<b>Past due amount - due now</b>	<b>\$6,011.61</b>		
Current minimum payment	\$6,011.65		
<b>\$ Total minimum payment due</b>	<b>\$12,023.26</b>		
<b>③ Due date</b>	<b>04/05/09</b>		

### Your transactions

TRANS DATE	POST DATE	REFERENCE NUMBER	DESCRIPTION	AMOUNT
03/06	03/06	7448960239Z7MSLN7	BRANCH PAYMENT	\$6,632.56
03/26	03/26		LATE FEE	10.00
03/26	03/26		*FINANCE CHARGE*	6,001.65

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NationalCity

PO BOX 5570  
CLEVELAND OH 44101 0570

↑ PLEASE TEAR HERE ↗

Account #	[REDACTED]
New balance	\$1,902,023.26
\$ Total minimum payment due	\$12,023.26
③ Due date	04/05/09

### Home equity line of credit

To change your address, phone number or e-mail address, call us at 1 800 925 9259

PAYMENT ENCLOSED



Make check payable to:

NATIONAL CITY  
PO BOX 856177  
LOUISVILLE KY 40285 6177



JEFFREY M FOSTER  
6201 N KILPATRICK AVE  
CHICAGO IL 60646 5070



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OA5170AN - 6 - 01/09/2009

**NationalCity**Account #  
Statement closing date[REDACTED]  
03/26/09**Your finance charges**

TYPE OF RATE	CORRESPONDING ANNUAL PERCENTAGE RATE (APR)	DAILY PERIODIC RATE (MAY VARY)	AVERAGE DAILY BALANCE	FINANCE CHARGE
Purchases	<b>4 00%</b>	0.01095%	\$0.00	\$0.00
Advances	<b>4 00%</b>	0.01095%	\$1,889,987.89	\$6,001.65

**Blended APR: 4 00%**  
 Days in billing cycle: 29

**① Important information - please read**

YOUR ACCOUNT IS DELINQUENT PLEASE REMIT THE  
 AMOUNT PAST DUE FOR QUESTIONS, CALL US AT  
 1 866 622 2657

TOTAL \*FINANCE CHARGE\* PAID IN 2008 \$83963.89

# NationalCity

JEFFREY M FOSTER, visit Nationalcity.com to take advantage of our free online bill payment service to ensure your monthly payment arrives on time, avoid late fees and maintain your good credit rating

## Home equity line of credit

Account #	[REDACTED]
Statement closing date	04/27/09
New balance	\$1,900,668 85
\$ Minimum payment	\$3,005 50
Due date	05/07/09

### Questions?

NationalCity.com/HomeEquityOnline  
1 800 925 9259

## Your account summary

Previous balance	\$1,902,023 26	Total credit limit	\$1,890,000 00
Payment received on 04/01/09 thank you	\$3,005 50	Total available credit	\$0 00
Purchases	\$0 00		
Advances	\$0 00		
Late and overlimit fees	\$0 00		
Finance charges	\$1,651 09		
Credits	\$0 00		
<b>New balance</b>	<b>\$1,900,668 85</b>		
<b>\$ Minimum payment</b>	<b>\$3,005 50</b>		
<b>Due date</b>	<b>05/07/09</b>		

## Your transactions

TRANS DATE	POST DATE	REFERENCE NUMBER	DESCRIPTION	AMOUNT
04/01	04/01	74489602W9YMS7QYY	BRANCH PAYMENT	\$3,005 50
04/27	04/27		*FINANCE CHARGE*	1,651 09

## Your finance charges

TYPE OF RATE	CORRESPONDING ANNUAL PERCENTAGE RATE (APR)	DAILY PERIODIC RATE (MAY VARY)	AVERAGE DAILY BALANCE	FINANCE CHARGE
Purchases	1 00%	0 00273%	\$0 00	\$0 00

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NationalCity

PO BOX 5570  
CLEVELAND OH 44101 0570

↑ PLEASE TEAR HERE

Account #	[REDACTED]
New balance	\$1,900,668 85
\$ Minimum payment	\$3,005 50
Due date	05/07/09

## Home equity line of credit

To change your address, phone number or e-mail address, call us at 1 800 925 9259

Make check payable to:

NATIONAL CITY  
PO BOX 856177  
LOUISVILLE KY 40285 6177

[REDACTED]  
[REDACTED]

PAYMENT ENCLOSED

\$ [REDACTED] [REDACTED] [REDACTED], [REDACTED] [REDACTED] [REDACTED]. [REDACTED]

JEFFREY M FOSTER

6201 N KILPATRICK AVE  
CHICAGO IL 60646 5070

[REDACTED]

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## Terms and conditions

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OAS170AN - 6 -01/09/2009

**NationalCity**Account #  
Statement closing date

04/27/09

**Your finance charges (Continued)**

TYPE OF RATE	CORRESPONDING ANNUAL PERCENTAGE RATE (APR)	DAILY PERIODIC RATE (MAY VARY)	AVERAGE DAILY BALANCE	FINANCE CHARGE
Advances	1 00%	0 00273%	\$1,889,987.89	\$1,651.09

**Blended APR: 1 00%**  
Days in billing cycle: 32

# NationalCity®

JEFFREY M FOSTER, visit Nationalcity.com to take advantage of our free online bill payment service to ensure your monthly payment arrives on time, avoid late fees and maintain your good credit rating

## Home equity line of credit

Account #	[REDACTED]
Statement closing date	05/27/09
New balance	\$1,903,871.96
Minimum payment	\$3,005.50
Due date	06/06/09

### Questions?

NationalCity.com/HomeEquityOnline  
1 800 925 9259

### Your account summary

Previous balance	\$1,900,668.85	Total credit limit	\$1,890,000.00
Payment received on 05/06/09 thank you	\$3,005.50	Total available credit	\$0.00
Purchases	\$0.00		
Advances	\$0.00		
Late and overlimit fees	\$0.00		
Finance charges	\$6,208.61		
Credits	\$0.00		
<b>New balance</b>	<b>\$1,903,871.96</b>		
<b>Minimum payment</b>	<b>\$3,005.50</b>		
<b>Due date</b>	<b>06/06/09</b>		

### Your transactions

TRANS DATE	POST DATE	REFERENCE NUMBER	DESCRIPTION	AMOUNT
05/06	05/06	74489603Z9Z7MFEZ3	BRANCH PAYMENT	\$3,005.50
05/27	05/27		*FINANCE CHARGE*	6,208.61

### Your finance charges

TYPE OF BALANCE	CORRESPONDING ANNUAL PERCENTAGE RATE (APR)	DAILY PERIODIC RATE (MAY VARY)	AVERAGE DAILY BALANCE	FINANCE CHARGE
Purchases	4.00%	0.01095%	\$0.00	\$0.00

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NationalCity®

PO BOX 5570  
CLEVELAND OH 44101 0570

### Home equity line of credit

↑ PLEASE FOLD & TEAR HERE

Account #	[REDACTED]
New balance	\$1,903,871.96
Minimum payment	\$3,005.50
Due date	06/06/09

PAYMENT ENCLOSED

\$   ,    .

Make check payable to:

NATIONAL CITY  
PO BOX 856177  
LOUISVILLE KY 40285 6177



JEFFREY M FOSTER  
6201 N KILPATRICK AVE  
CHICAGO IL 60646 5070





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OAS170AN - 6 - 01/09/2009

**NationalCity.**Account #  
Statement closing date[REDACTED]  
05/27/09**Your finance charges (continued)**

TYPE OF BALANCE	CORRESPONDING ANNUAL PERCENTAGE RATE (APR)	DAILY PERIODIC RATE (MAY VARY)	AVERAGE DAILY BALANCE	FINANCE CHARGE
Advances	<b>4 00%</b>	0 01095%	\$1,889,987.89	\$6,208.61

**Blended APR: 4 00%**  
 Days in billing cycle: 30

# NationalCity®

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## Home equity line of credit

Account #	[REDACTED]
Statement closing date	06/25/09
New balance	\$1,897,729 14
Minimum payment	\$3,005 50
Due date	07/05/09

### Questions?

NationalCity.com/HomeEquityOnline  
1 800 925 9259

## Your account summary

Previous balance	\$1,903,871 96	Total credit limit	\$1,890,000 00
Payment received on 06/08/09 thank you	\$3,005 50	Total available credit	\$0 00
Purchases	\$0 00		
Advances	\$0 00		
Late and overlimit fees	\$0 00		
Finance charges	\$3,137 32		
Credits	\$0 00		
<b>New balance</b>	<b>\$1,897,729 14</b>		
<b>S Minimum payment</b>	<b>\$3,005 50</b>		
<b>D Due date</b>	<b>07/05/09</b>		

## Your transactions

TRANS DATE	POST DATE	REFERENCE NUMBER	DESCRIPTION	AMOUNT
05/28	05/28	F4264004V000FC155	*FINANCE CHARGE* PURCHASES REFUND	\$4,633 62
06/08	06/08	7448960509Z7NT1LQ	BRANCH PAYMENT THANK YOU OH	3,005 50
06/25	06/25		*FINANCE CHARGE*	1,496 30

## Your finance charges

TYPE OF BALANCE	CORRESPONDING ANNUAL PERCENTAGE RATE (APR)	DAILY PERIODIC RATE (MAY VARY)	AVERAGE DAILY BALANCE	FINANCE CHARGE
Purchases	1 00%	0 00273%	\$0 00	\$0 00

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PO BOX 5570  
CLEVELAND OH 44101 0570

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Account #	[REDACTED]
New balance	\$1,897,729 14
Minimum payment	\$3,005 50
Due date	07/05/09

## Home equity line of credit

PAYMENT ENCLOSED

\$    ,    .

Make check payable to:

NATIONAL CITY  
PO BOX 856177  
LOUISVILLE KY 40285 6177



JEFFREY M FOSTER  
6201 N KILPATRICK AVE  
CHICAGO IL 60646 5070





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OA5170AN - 6 - 01/09/2009

**National City**Account #  
Statement closing date[REDACTED]  
06/25/09**Your finance charges (continued)**

TYPE OF BALANCE	CORRESPONDING ANNUAL PERCENTAGE RATE (APR)	DAILY PERIODIC RATE (MAY VARY)	AVERAGE DAILY BALANCE	FINANCE CHARGE
Advances	1 00%	0 00273%	\$1,889,987.89	\$1,496.30

**Blended APR: 0.00%**  
 Days in billing cycle: 29

# NationalCity®

JEFFREY M FOSTER, visit Nationalcity.com to take advantage of our free online bill payment service to ensure your monthly payment arrives on time, avoid late fees and maintain your good credit rating

## Home equity line of credit

Account #	[REDACTED]
Statement closing date	07/28/09
New balance	\$1,896,426 33
Minimum payment	\$3,005 50
Due date	08/07/09

### Questions?

NationalCity.com/HomeEquityOnline  
1 800 925 9259

## Your account summary

Previous balance	\$1,897,729 14	Total credit limit	\$1,890,000 00
Payment received on 07/14/09 thank you	\$3,005 50	Total available credit	\$0 00
Purchases	\$0 00		
Advances	\$0 00		
Late and overlimit fees	\$0 00		
Finance charges	\$1,702 69		
Credits	\$0 00		
<b>New balance</b>	<b>\$1,896,426 33</b>		
<b>S Minimum payment</b>	<b>\$3,005 50</b>		
<b>D Due date</b>	<b>08/07/09</b>		

## Your transactions

TRANS DATE	POST DATE	REFERENCE NUMBER	DESCRIPTION	AMOUNT
07/14	07/14	7448960649Z7MHENF	BRANCH PAYMENT	\$3,005 50
07/28	07/28		*FINANCE CHARGE*	1,702 69

## Your finance charges

TYPE OF BALANCE	CORRESPONDING ANNUAL PERCENTAGE RATE (APR)	DAILY PERIODIC RATE (MAY VARY)	AVERAGE DAILY BALANCE	FINANCE CHARGE
Purchases	1 00%	0 00273%	\$0 00	\$0 00

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NationalCity®

PO BOX 5570  
CLEVELAND OH 44101 0570

## Home equity line of credit

↑ PLEASE FOLD & TEAR HERE

Account #	[REDACTED]
New balance	\$1,896,426 33
Minimum payment	\$3,005 50
Due date	08/07/09

PAYMENT ENCLOSED

\$    ,    .

Make check payable to:

NATIONAL CITY  
PO BOX 856177  
LOUISVILLE KY 40285 6177



JEFFREY M FOSTER  
6201 N KILPATRICK AVE  
CHICAGO IL 60646 5070



— 

## Terms and conditions

**Crediting of Payments (Payments mailed through the United States Postal Service):** If payments are received by us at P.O. Box 856177, Louisville, KY 40285-6177 by 1:00 PM Eastern Time, they will be credited as of that day, excluding holidays. Payments received after 1:00 P.M. Eastern Time, will be credited as of the following day, excluding holidays. Do not send cash payments. The top portion of this statement must accompany your payment and only one payment can be inserted in the envelope provided. The payment address must be placed in the window of the envelope. Do not fold check or top portion of this statement. Paper clips, staples, tape, or other correspondence should not be included with your payment. If you make a payment at any other authorized banking location (branch) or if you fail to follow these payment instructions, the crediting of such payment to your account may be delayed up to 5 days. Payments made online, through the automated phone system, with a Service Representative, or through any other available channel will be credited in accordance with the disclosure given at the time payment is initiated for that payment channel.

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**Balance Calculations For Equity Line of Credit, Private Equity, Private and Signature Accounts:** We use the average daily balance to figure finance charges on all Account transactions. To get the average daily balance for the Line we take the beginning balance of the Line each day, add any new Advances including if applicable, any fees (other than annual, late, overlimit fee, cash item and subordination fees) and other debits, and subtract any payments or credits and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the average daily balance.

**For Equity Line of Credit Accounts with a Fixed Rate Lock Option:** To get the average daily balance for a Fixed Rate Lock (FRL), we take the beginning balance on each FRL each day, subtract any payments or credits and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the average daily balance. If the front of your statement shows a daily periodic rate, the finance charge may be determined by (1) multiplying each of the average daily balances by the number of days in the billing cycle, (2) multiplying each of the results by the applicable daily periodic rate, and (3) adding these products together. Your agreement describes how the Annual Percentage Rate is calculated.

**Broker, Construction, Discount, Line Mod, Rate Mod, Rate Buy-Down, Promo Balance Transfer, or Processing Fee Finance Charges:** If a broker fee, construction fee, discount fee, line or rate modification fee, promo balance transfer fee, buy-down fee or processing fee ("Finance Charge") is itemized on the front of your statement, that transaction is not included in the finance charge summary section of your statement.

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- Your name and account number
- The dollar amount of the suspected error
- Describe the error and explain if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

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OA5170AN - 6 - 01/09/2009

**NationalCity**Account #  
Statement closing date

07/28/09

**Your finance charges (continued)**

TYPE OF BALANCE	CORRESPONDING ANNUAL PERCENTAGE RATE (APR)	DAILY PERIODIC RATE (MAY VARY)	AVERAGE DAILY BALANCE	FINANCE CHARGE
Advances	1 00%	0 00273%	\$1,889,987.89	\$1,702.69

**Blended APR: 1 00%**  
 Days in billing cycle: 33

# NationalCity®

JEFFREY M FOSTER, visit Nationalcity.com to take advantage of our free online bill payment service to ensure your monthly payment arrives on time, avoid late fees and maintain your good credit rating.

## Home equity line of credit

Account #	[REDACTED]
Statement closing date	08/26/09
New balance	\$1,894,917.13
\$ Minimum payment	\$3,005.50
Due date	09/05/09

### Questions?

NationalCity.com/HomeEquityOnline  
1 800 925 9259

## Your account summary

Previous balance	\$1,896,426.33	Total credit limit	\$1,890,000.00
Payment received on 08/07/09 thank you	\$3,005.50	Total available credit	\$0.00
Purchases	\$0.00		
Advances	\$0.00		
Late and overlimit fees	\$0.00		
Finance charges	\$1,496.30		
Credits	\$0.00		
<b>New balance</b>	<b>\$1,894,917.13</b>		
<b>\$ Minimum payment</b>	<b>\$3,005.50</b>		
<b>Due date</b>	<b>09/05/09</b>		

## Your transactions

TRANS DATE	POST DATE	REFERENCE NUMBER	DESCRIPTION	AMOUNT
08/07	08/07	7448960X9Z7MS1NN	BRANCH PAYMENT	\$3,005.50
08/26	08/26		*FINANCE CHARGE*	1,496.30

## Your finance charges

TYPE OF BALANCE	CORRESPONDING ANNUAL PERCENTAGE RATE (APR)	DAILY PERIODIC RATE (MAY VARY)	AVERAGE DAILY BALANCE	FINANCE CHARGE
Purchases	1.00%	0.00273%	\$0.00	\$0.00

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**NationalCity®**

PO BOX 5570  
CLEVELAND OH 44101 0570

## Home equity line of credit

↑ PLEASE FOLD & TEAR HERE ↗

Account #	[REDACTED]
New balance	\$1,894,917.13
\$ Minimum payment	\$3,005.50
Due date	09/05/09

PAYMENT ENCLOSED

\$    ,    .

Make check payable to:

NATIONAL CITY  
PO BOX 856177  
LOUISVILLE KY 40285 6177



JEFFREY M FOSTER  
6201 N KILPATRICK AVE  
CHICAGO IL 60646 5070





## Terms and conditions

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0A5170AN - 7 - 08/05/2009

**NationalCity**Account #  
Statement closing date

08/26/09

**Your finance charges (continued)**

TYPE OF BALANCE	CORRESPONDING ANNUAL PERCENTAGE RATE (APR)	DAILY PERIODIC RATE (MAY VARY)	AVERAGE DAILY BALANCE	FINANCE CHARGE
Advances	1.00%	0.00273%	\$1,889,987.89	\$1,496.30

**Blended APR: 1.00%**  
Days in billing cycle: 29

# NationalCity®

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## Home equity line of credit

Account #	[REDACTED]
Statement closing date	09/25/09
New balance	\$1,893,459.53
Minimum payment	\$3,005.50
Due date	10/05/09

### Questions?

NationalCity.com/HomeEquityOnline  
1 800 925 9259

## Your account summary

Previous balance	\$1,894,917.13	Total credit limit	\$1,890,000.00
Payment received on 09/11/09 thank you	\$3,005.50	Total available credit	\$0.00
Purchases	\$0.00		
Advances	\$0.00		
Late and overlimit fees	\$0.00		
Finance charges	\$1,547.90		
Credits	\$0.00		
<b>New balance</b>	<b>\$1,893,459.53</b>		
<b>Minimum payment</b>	<b>\$3,005.50</b>		
<b>Due date</b>	<b>10/05/09</b>		

## Your transactions

TRANS DATE	POST DATE	REFERENCE NUMBER	DESCRIPTION	AMOUNT
09/11	09/11	7448960809Z7MSB9X	BRANCH PAYMENT	\$3,005.50
09/25	09/25		*FINANCE CHARGE*	1,547.90

## Your finance charges

TYPE OF BALANCE	CORRESPONDING ANNUAL PERCENTAGE RATE (APR)	DAILY PERIODIC RATE (MAY VARY)	AVERAGE DAILY BALANCE	FINANCE CHARGE
Purchases	1.00%	0.00273%	\$0.00	\$0.00

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NationalCity®

PO BOX 5570  
CLEVELAND OH 44101 0570

## Home equity line of credit

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Account #	[REDACTED]
New balance	\$1,893,459.53
Minimum payment	\$3,005.50
Due date	10/05/09

PAYMENT ENCLOSED

\$    ,    .

Make check payable to:

NATIONAL CITY  
PO BOX 856177  
LOUISVILLE KY 40285 6177



JEFFREY M FOSTER  
6201 N KILPATRICK AVE  
CHICAGO IL 60646 5070



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- Describe the error and explain if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

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0A5170AN - 7 - 08/05/2009

**National City**Account # [REDACTED]  
Statement closing date

09/25/09

**Your finance charges (continued)**

TYPE OF BALANCE	CORRESPONDING ANNUAL PERCENTAGE RATE (APR)	DAILY PERIODIC RATE (MAY VARY)	AVERAGE DAILY BALANCE	FINANCE CHARGE
Advances	<b>1.00%</b>	0.00273%	\$1,889,987.89	\$1,547.90

**Blended APR: 1.00%**  
 Days in billing cycle: 30

# NationalCity®

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## Home equity line of credit

Account #	[REDACTED]
Statement closing date	10/27/09
New balance	\$1,892,105.12
Minimum payment	\$3,005.50
Due date	11/06/09

### Questions?

NationalCity.com/HomeEquityOnline  
1 800 925 9259

## Your account summary

Previous balance	\$1,893,459.53	Total credit limit	\$1,890,000.00
Payment received on 10/09/09 thank you	\$3,005.50	Total available credit	\$0.00
Purchases	\$0.00		
Advances	\$0.00		
Late and overlimit fees	\$0.00		
Finance charges	\$1,651.09		
Credits	\$0.00		
<b>New balance</b>	<b>\$1,892,105.12</b>		
<b>Minimum payment</b>	<b>\$3,005.50</b>		
<b>Due date</b>	<b>11/06/09</b>		

## Your transactions

TRANS DATE	POST DATE	REFERENCE NUMBER	DESCRIPTION	AMOUNT
10/09	10/09	74489608W9Z7MRMVR	BRANCH PAYMENT	\$3,005.50
10/27	10/27		*FINANCE CHARGE*	1,651.09

## Your finance charges

TYPE OF BALANCE	CORRESPONDING ANNUAL PERCENTAGE RATE (APR)	DAILY PERIODIC RATE (MAY VARY)	AVERAGE DAILY BALANCE	FINANCE CHARGE
Purchases	1.00%	0.00273%	\$0.00	\$0.00

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PO BOX 5570  
CLEVELAND OH 44101 0570

## Home equity line of credit

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Account #	[REDACTED]
New balance	\$1,892,105.12
Minimum payment	\$3,005.50
Due date	11/06/09

PAYMENT ENCLOSED

\$    ,    .

Make check payable to:

NATIONAL CITY  
PO BOX 856177  
LOUISVILLE KY 40285 6177

JEFFREY M FOSTER  
6201 N KILPATRICK AVE  
CHICAGO IL 60646 5070







## Terms and conditions

**Crediting of Payments (Payments mailed through the United States Postal Service):** If payments are received by us at P.O. Box 856177, Louisville, KY 40285-6177 by 1:00 P.M. Eastern Time, they will be credited as of that day, excluding holidays. Payments received after 1:00 P.M. Eastern Time, will be credited as of the following day, excluding holidays. Do not send cash payments. The bottom portion of this statement must accompany your payment and only one payment can be inserted in the envelope provided. The payment address must be placed in the window of the envelope. Do not fold check or bottom portion of this statement. Paper clips, staples, tape, or other correspondence should not be included with your payment. If you make a payment at any other authorized banking location (branch) or if you fail to follow these payment instructions, the crediting of such payment to your account may be delayed up to 5 days. Payments made online, through the automated phone system, with a Service Representative, or through any other available channel will be credited in accordance with the disclosure given at the time payment is initiated for that payment channel.

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- Your name and account number
- The dollar amount of the suspected error.
- Describe the error and explain if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

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0A5170AN - 7 - 08/05/2009

**NationalCity**Account #  
Statement closing date

10/27/09

**Your finance charges (continued)**

TYPE OF BALANCE	CORRESPONDING ANNUAL PERCENTAGE RATE (APR)	DAILY PERIODIC RATE (MAY VARY)	AVERAGE DAILY BALANCE	FINANCE CHARGE
Advances	1.00%	0.00273%	\$1,889,987.89	\$1,651.09

**Blended APR: 1.00%**  
Days in billing cycle: 32

**National City.**

JEFFREY M FOSTER, your account is past due. Visit  
**NationalCity.com/Solutions** where we may have payment  
options for you, or call 1 866 622 2657 ext 44700.

## **Home equity line of credit**

Account #	[REDACTED]
Statement closing date	11/25/09
New balance	\$1,893,611.42
Total minimum payment due	\$6,011.00
Due date	12/05/09

Questions?

NationalCity.com/HomeEquityOnline  
1 866 622 2657

## Your account summary

Previous balance	\$1,892,105.12	Total credit limit	\$1,890,000.00
Payment received	\$0.00	Total available credit	\$0.00
Purchases	\$0.00		
Advances	\$0.00		
Late and overlimit fees	\$10.00		
Finance charges	\$1,496.30		
Credits	\$0.00		
<b>New balance</b>	<b>\$1,893,611.42</b>		
Past due amount due now	\$3,005.50		
Current minimum payment	\$3,005.50		
<b>S Total minimum payment due</b>	<b>\$6,011.00</b>		
<b>Z Due date</b>	<b>12/05/09</b>		

## Your transactions

TRANS DATE	POST DATE	REFERENCE NUMBER	DESCRIPTION	AMOUNT
11/25	11/25		LATE FEE	\$10.00
11/25	11/25		*FINANCE CHARGE*	1,496.30

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**National City.**

**PO BOX 5570  
CLEVELAND OH 44101 0570**

### **Home equity line of credit**

**↑ PLEASE FOLD & TEAR HERE**

二

Account #

New balance

Total minimum payment due \$6,011.00

Due date 13/05/09

→ Due date 12/03/09

PAYMENT ENCLOSED

\$

**Make check payable to:**

NATIONAL CITY  
PO BOX 856177  
LOUISVILLE KY 40285 6177

JEFFREY M FOSTER  
6201 N KILPATRICK AVE  
CHICAGO IL 60646 5070

www.ijerph.org

BNC001259

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OA5170AN - 7 - 08/05/2009

**NationalCity**Account #  
Statement closing date

11/25/09

**Your finance charges**

TYPE OF BALANCE	CORRESPONDING ANNUAL PERCENTAGE RATE (APR)	DAILY PERIODIC RATE (MAY VARY)	AVERAGE DAILY BALANCE	FINANCE CHARGE
Purchases	1.00%	0.00273%	\$0.00	\$0.00
Advances	1.00%	0.00273%	\$1,889,987.89	\$1,496.30

**Blended APR: 1.00%**  
Days in billing cycle: 29

**!** Important information please read

YOUR ACCOUNT IS DELINQUENT. PLEASE REMIT THE  
AMOUNT PAST DUE. FOR QUESTIONS, CALL US AT  
1 866 622 2657.

# NationalCity®

JEFFREY M FOSTER, your account is past due. Visit  
[NationalCity.com/Solutions](http://NationalCity.com/Solutions) where we may have payment  
 options for you, or call 1 866 622 2657 ext 44700.

## Home equity line of credit

Account #	[REDACTED]
Statement closing date	12/28/09
New balance	\$1,892,318.61
\$ Total minimum payment due	\$6,011.00
② Due date	01/07/10

### Questions?

[NationalCity.com/HomeEquityOnline](http://NationalCity.com/HomeEquityOnline)  
 1 866 622 2657

## Your account summary

Previous balance	\$1,893,611.42	Total credit limit	\$1,890,000.00
Payment received on 12/02/09 thank you	\$3,005.50	Total available credit	\$0.00
Purchases	\$0.00		
Advances	\$0.00		
Late and overlimit fees	\$10.00		
Finance charges	\$1,702.69		
Credits	\$0.00		
<b>New balance</b>	<b>\$1,892,318.61</b>		
<b>Past due amount due now</b>	<b>\$3,005.50</b>		
Current minimum payment	\$3,005.50		
<b>⑤ Total minimum payment due</b>	<b>\$6,011.00</b>		
<b>⑥ Due date</b>	<b>01/07/10</b>		

## Your transactions

TRANS DATE	POST DATE	REFERENCE NUMBER	DESCRIPTION	AMOUNT
12/02	12/02	7448960AH9Z7MGZ0A	BRANCH PAYMENT THANK YOU OH	\$3,005.50
12/28	12/28		LATE FEE	10.00
12/28	12/28		*FINANCE CHARGE*	1,702.69

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NationalCity®

PO BOX 5570  
 CLEVELAND OH 44101 0570

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Account #	[REDACTED]
New balance	\$1,892,318.61
\$ Total minimum payment due	\$6,011.00
② Due date	01/07/10

## Home equity line of credit

Make check payable to:

NATIONAL CITY  
 PO BOX 856177  
 LOUISVILLE KY 40285 6177

[REDACTED]

JEFFREY M FOSTER  
 6201 N KILPATRICK AVE  
 CHICAGO IL 60646 5070

[REDACTED]

PAYMENT ENCLOSED

\$ [REDACTED], [REDACTED], [REDACTED]

[REDACTED]

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0A5170AN - 7 - 08/05/2009

**NationalCity**Account #  
Statement closing date

12/28/09

**Your finance charges**

TYPE OF BALANCE	CORRESPONDING ANNUAL PERCENTAGE RATE (APR)	DAILY PERIODIC RATE (MAY VARY)	AVERAGE DAILY BALANCE	FINANCE CHARGE
Purchases	<b>1.00%</b>	0.00273%	\$0.00	\$0.00
Advances	<b>1.00%</b>	0.00273%	\$1,889,987.89	\$1,702.69

**Blended APR: 1.00%**  
Days in billing cycle: 33

**!** **Important information - please read**

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 options for you, or call 1 866 622 2657 ext 44700.

## Home equity line of credit

Account #	[REDACTED]
Statement closing date	01/27/10
New balance	\$1,890,870.75
⑤ Total minimum payment due	\$6,011.00
⑥ Due date	02/06/10

### Questions?

NationalCity.com/HomeEquityOnline  
 1 866 622 2657

### Your account summary

Previous balance	\$1,892,318.61	Total credit limit	\$1,890,000.00
Payment received on 01/14/10 thank you	\$3,005.50	Total available credit	\$0.00
Purchases	\$0.00		
Advances	\$0.00		
Late and overlimit fees	\$10.00	Total Interest Paid in 2009	\$36,878.37
Finance charges	\$1,547.64		
Credits	\$0.00		
<b>New balance</b>	<b>\$1,890,870.75</b>		
Past due amount due now	\$3,005.50		
Current minimum payment	\$3,005.50		
⑤ Total minimum payment due	\$6,011.00		
⑥ Due date	02/06/10		

### Your transactions

TRANS DATE	POST DATE	REFERENCE NUMBER	DESCRIPTION	AMOUNT
01/14	01/14	7448960QZ9Z7MDVZR	BRANCH PAYMENT THANK YOU OH	\$3,005.50
01/27	01/27		LATE FEE	10.00
01/27	01/27		*FINANCE CHARGE*	1,547.64

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NationalCity®

PO BOX 5570  
 CLEVELAND OH 44101 0570

### Home equity line of credit

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Account #	[REDACTED]
New balance	\$1,890,870.75
⑤ Total minimum payment due	\$6,011.00
⑥ Due date	02/06/10

PAYMENT ENCLOSED

\$   ,   ,

Make check payable to:

NATIONAL CITY  
 PO BOX 856177  
 LOUISVILLE KY 40285 6177



JEFFREY M FOSTER  
 6201 N KILPATRICK AVE  
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- The dollar amount of the suspected error
- Describe the error and explain if you can, why you believe there is an error. If you need more information, describe the item you are unsure about

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OA5170AN - 7 - 08/05/2009

**NationalCity**Account #  
Statement closing date

01/27/10

**Your finance charges**

TYPE OF BALANCE	CORRESPONDING ANNUAL PERCENTAGE RATE (APR)	DAILY PERIODIC RATE (MAY VARY)	AVERAGE DAILY BALANCE	FINANCE CHARGE
Purchases	1.00%	0.00273%	\$0.00	\$0.00
Advances	1.00%	0.00273%	\$1,889,672.99	\$1,547.64

**Blended APR: 1.00%**  
Days in billing cycle: 30

**!** Important information please read

YOUR ACCOUNT IS DELINQUENT. PLEASE REMIT THE  
AMOUNT PAST DUE. FOR QUESTIONS, CALL US AT  
1 866 622 2657.

TOTAL \*FINANCE CHARGE\* PAID IN 2009 \$36878.37

# NationalCity®

JEFFREY M FOSTER, visit Nationalcity.com to take advantage of our free online bill payment service to ensure your monthly payment arrives on time, avoid late fees and maintain your good credit rating.

## Home equity line of credit

Account #	[REDACTED]
Statement closing date	02/24/10
New balance	\$1,886,301.83
Minimum payment	\$3,005.50
Due date	03/21/10

### Questions?

NationalCity.com/HomeEquityOnline  
1 800 925 9259

## Your account summary

Previous balance	\$1,890,870.75	Total credit limit	\$1,890,000.00
Total payments received thank you	\$6,011.50	Total available credit	\$0.00
Purchases	\$0.00		
Advances	\$0.00		
Late and overlimit fees	\$0.00		
Finance charges	\$1,442.58	Total Interest Paid in 2009	\$36,878.37
Credits	\$0.00		
<b>New balance</b>	<b>\$1,886,301.83</b>		
<b>Minimum payment</b>	<b>\$3,005.50</b>		
<b>Due date</b>	<b>03/21/10</b>		

## Your transactions

TRANS DATE	POST DATE	REFERENCE NUMBER	DESCRIPTION	AMOUNT
02/03	02/03	7448960DK9Z7MHVY7	BRANCH PAYMENT	\$3,005.50
02/16	02/16	7448960E09Z7P11F4	BRANCH PAYMENT	3,006.00
02/24	02/24		*FINANCE CHARGE*	1,442.58

## Your finance charges

TYPE OF BALANCE	CORRESPONDING ANNUAL PERCENTAGE RATE (APR)	DAILY PERIODIC RATE (MAY VARY)	AVERAGE DAILY BALANCE	FINANCE CHARGE
Purchases	1.00%	0.00273%	\$0.00	\$0.00

(continued on next page)

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NationalCity®

PO BOX 5570  
CLEVELAND OH 44101 0570

## Home equity line of credit

↑ PLEASE FOLD & TEAR HERE

Account #	[REDACTED]
New balance	\$1,886,301.83
Minimum payment	\$3,005.50
Due date	03/21/10

PAYMENT ENCLOSED

\$    ,    .

Make check payable to:

NATIONAL CITY  
PO BOX 856177  
LOUISVILLE KY 40285 6177



JEFFREY M FOSTER  
6201 N KILPATRICK AVE  
CHICAGO IL 60646 5070





## Terms and conditions

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OA5170AN - 9 - 01/14/2010

**NationalCity**Account #  
Statement closing date[REDACTED]  
02/24/10**Your finance charges (continued)**

TYPE OF BALANCE	CORRESPONDING ANNUAL PERCENTAGE RATE (APR)	DAILY PERIODIC RATE (MAY VARY)	AVERAGE DAILY BALANCE	FINANCE CHARGE
Advances	1.00%	0.00273%	\$1,887,209.29	\$1,442.58

**Blended APR: 1.00%**  
 Days in billing cycle: 28

**!** Important information please read

TOTAL \*FINANCE CHARGE\* PAID IN 2009 \$36878.37

# NationalCity®

JEFFREY M FOSTER, your account is past due. Visit  
**NationalCity.com/Solutions** where we may have payment  
 options for you, or call 1 866 622 2657 ext 44700.

## Home equity line of credit

Account #	[REDACTED]
Statement closing date	03/26/10
<b>New balance</b>	<b>\$1,892,493.59</b>
<b>⑤ Total minimum payment due</b>	<b>\$6,011.00</b>
<b>⑥ Due date</b>	<b>04/20/10</b>

### Questions?

NationalCity.com/HomeEquityOnline  
 1 866 622 2657

### Your account summary

Previous balance	\$1,886,301.83	Total credit limit	\$1,890,000.00
Payment received	\$0.00	Total available credit	\$0.00
Purchases	\$0.00		
Advances	\$0.00		
Late and overlimit fees	\$0.00		
Finance charges	\$6,191.76	Total Interest Paid in 2009	\$36,878.37
Credits	\$0.00		
<b>New balance</b>	<b>\$1,892,493.59</b>		
<b>Past due amount - due now</b>	<b>\$3,005.50</b>		
<b>Current minimum payment</b>	<b>\$3,005.50</b>		
<b>⑤ Total minimum payment due</b>	<b>\$6,011.00</b>		
<b>⑥ Due date</b>	<b>04/20/10</b>		

### Your transactions

TRANS DATE	POST DATE	REFERENCE NUMBER	DESCRIPTION	AMOUNT
03/26	03/26		*FINANCE CHARGE*	\$6,191.76

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# NationalCity®

PO BOX 5570  
 CLEVELAND OH 44101 0570

## Home equity line of credit

↑ PLEASE FOLD & TEAR HERE

Account #	[REDACTED]
<b>New balance</b>	<b>\$1,892,493.59</b>
<b>⑤ Total minimum payment due</b>	<b>\$6,011.00</b>
<b>⑥ Due date</b>	<b>04/20/10</b>

PAYMENT ENCLOSED

\$   ,    .

Make check payable to:

NATIONAL CITY  
 PO BOX 856177  
 LOUISVILLE KY 40285 6177



JEFFREY M FOSTER  
 6201 N KILPATRICK AVE  
 CHICAGO IL 60646 5070



## Terms and conditions

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OAS170AN - 9 - 01/14/2010

**NationalCity**Account #  
Statement closing date

03/26/10

**Your finance charges**

TYPE OF BALANCE	CORRESPONDING ANNUAL PERCENTAGE RATE (APR)	DAILY PERIODIC RATE (MAY VARY)	AVERAGE DAILY BALANCE	FINANCE CHARGE
Purchases	<b>4.00%</b>	0.01095%	\$0.00	\$0.00
Advances	<b>4.00%</b>	0.01095%	\$1,884,859.25	\$6,191.76

**Blended APR: 4.00%**  
Days in billing cycle: 30

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AMOUNT PAST DUE. FOR QUESTIONS, CALL US AT  
1 866 622 2657.

TOTAL \*FINANCE CHARGE\* PAID IN 2009 \$36878.37

# NationalCity®

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**NationalCity.com/Solutions** where we may have payment  
 options for you, or call 1 866 622 2657 ext 44700.

## Home equity line of credit

Account #	[REDACTED]
Statement closing date	04/26/10
<b>New balance</b>	<b>\$1,891,233.01</b>
<b>⑤ Total minimum payment due</b>	<b>\$6,010.50</b>
<b>⑥ Due date</b>	<b>05/21/10</b>

### Questions?

NationalCity.com/HomeEquityOnline  
 1 866 622 2657

### Your account summary

Previous balance	\$1,892,493.59	Total credit limit	\$1,890,000.00
Payment received on 04/08/10 thank you	\$3,006.00	Total available credit	\$0.00
Purchases	\$0.00		
Advances	\$0.00		
Late and overlimit fees	\$150.27		
Finance charges	\$1,595.15		
Credits	\$0.00		
<b>New balance</b>	<b>\$1,891,233.01</b>		
<b>Past due amount due now</b>	<b>\$3,005.00</b>		
<b>Current minimum payment</b>	<b>\$3,005.50</b>		
<b>⑤ Total minimum payment due</b>	<b>\$6,010.50</b>		
<b>⑥ Due date</b>	<b>05/21/10</b>		

### Your transactions

TRANS DATE	POST DATE	REFERENCE NUMBER	DESCRIPTION	AMOUNT
04/08	04/08	7448960FK9Z7MD9XE	BRANCH PAYMENT THANK YOU OH	\$3,006.00
04/26	04/26		LATE FEE	150.27
04/26	04/26		*FINANCE CHARGE*	1,595.15

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NationalCity®

PO BOX 5570  
 CLEVELAND OH 44101 0570

↑ PLEASE FOLD & TEAR HERE

Account #	[REDACTED]
<b>New balance</b>	<b>\$1,891,233.01</b>
<b>⑤ Total minimum payment due</b>	<b>\$6,010.50</b>
<b>⑥ Due date</b>	<b>05/21/10</b>

### Home equity line of credit

Make check payable to:

NATIONAL CITY  
 PO BOX 856177  
 LOUISVILLE KY 40285 6177

JEFFREY M FOSTER  
 6201 N KILPATRICK AVE  
 CHICAGO IL 60646 5070

PAYMENT ENCLOSED

\$



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OA5170AN - 9 - 01/14/2010

**NationalCity**Account #  
Statement closing date[REDACTED]  
04/26/10**Your finance charges**

TYPE OF BALANCE	CORRESPONDING ANNUAL PERCENTAGE RATE (APR)	DAILY PERIODIC RATE (MAY VARY)	AVERAGE DAILY BALANCE	FINANCE CHARGE
Purchases	1.00%	0.00273%	\$0.00	\$0.00
Advances	1.00%	0.00273%	\$1,884,859.25	\$1,595.15

**Blended APR: 1.00%**  
Days in billing cycle: 31

**!** Important information please read

YOUR ACCOUNT IS DELINQUENT. PLEASE REMIT THE  
AMOUNT PAST DUE. FOR QUESTIONS, CALL US AT  
1 866 622 2657.

**NationalCity.**

JEFFREY M FOSTER, your account is past due. Visit [NationalCity.com/Solutions](http://NationalCity.com/Solutions) where we may have payment options for you, or call 1 866 622 2657 ext 44700.

## **Home equity line of credit**

Account #	[REDACTED]
Statement closing date	05/27/10
New balance	\$1,889,822.16
Total minimum payment due	\$6,010.00
Due date	06/21/10

## Questions?

NationalCity.com/HomeEquityOnline  
1 866 622 2657

## Your account summary

Previous balance	\$1,891,233.01	Total credit limit	\$1,890,000.00
Payment received on 05/04/10 thank you	\$3,006.00	Total available credit	\$0.00
Purchases	\$0.00		
Advances	\$0.00		
Late and overlimit fees	\$0.00		
Finance charges	\$1,595.15		
Credits	\$0.00		
<b>New balance</b>	<b>\$1,889,822.16</b>		
Past due amount due now	\$3,004.50		
Current minimum payment	\$3,005.50		
<b>⑤ Total minimum payment due</b>	<b>\$6,010.00</b>		
<b>⑥ Due date</b>	<b>06/21/10</b>		

## Your transactions

TRANS DATE	POST DATE	REFERENCE NUMBER	DESCRIPTION	AMOUNT
05/04	05/04	7448960GD9Z7MMLRW	BRANCH PAYMENT      WILMINGTON DE	\$3,006.00
05/27	05/27		*FINANCE CHARGE*	1,595.15

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**National City.**

PO BOX 5570  
CLEVELAND OH 44101 0570

### **Home equity line of credit**

**↑ PLEASE FOLD & TEAR HERE**

Account #	[REDACTED]
<b>New balance</b>	<b>\$1,889,822.16</b>
<b>Total minimum payment due</b>	<b>\$6,010.00</b>
<b>Due date</b>	<b>06/21/10</b>

**PAYMENT ENCLOSED**

Make check payable to:

NATIONAL CITY  
PO BOX 856177  
LOUISVILLE KY 40285 6177

JEFFREY M FOSTER  
6201 N KILPATRICK AVE  
CHICAGO IL 60646 5070

BNC001277

## Terms and conditions

**Crediting of Payments:** Payments received by us at PO Box 856177, Louisville, KY 40285-6177 by 1:00 P.M. Eastern Time, will be credited as of that day. Payments received after 1:00 P.M. Eastern Time, will be credited as of the following day. Do not send cash. The bottom portion of this statement must accompany your payment and be inserted in the envelope provided. The payment address must be placed in the window of the envelope. Do not fold check or bottom portion of this statement. Paper clips, staples, tape, or other correspondence should not be included with your payment. If you fail to follow these payment instructions, the crediting of such payment to your account may be delayed up to 5 days.

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**Notice To Customers Paying by Check:** When you make a payment with a personal check, you authorize us to use information from your check to make a one-time electronic transfer from your account or to process the payment as a check transaction. This means your account could be debited as early as the same day the payment is received. Your check will no longer be sent to your bank for processing. It will be destroyed and a copy will be retained. Therefore, you will no longer receive the original or a copy of your check back from your bank. Also, the way in which the transaction appears on your bank statement will change. Your statement will now show a line item for an electronic entry initiated by National City Bank, and will include the check number, payee and the check amount. If you have questions regarding the conversion of your payment to an electronic transfer, you may call 1-866-622-4257. Otherwise, for all other Customer Service issues, please refer to the toll free number on the front of this statement.

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**For Equity Line of Credit Accounts with a Fixed Rate Lock Option:** To get the average daily balance for a Fixed Rate Lock (FRL), we take the beginning balance on each FRL each day, subtract any payments or credits and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the average daily balance. If the front of your statement shows a daily periodic rate, the finance charge may be determined by (1) multiplying each of the average daily balances by the number of days in the billing cycle, (2) multiplying each of the results by the applicable daily periodic rate, and (3) adding these products together. Your agreement describes how the Annual Percentage Rate is calculated.

**Broker, Construction, Discount, Line Mod, Rate Mod, Rate Buy-Down, Promo Balance Transfer, or Processing Fee Finance Charges:** If a broker fee, construction fee, discount fee, line or rate modification fee, promo balance transfer fee, buy-down fee or processing fee "Finance Charge" is itemized on the front of your statement, that transaction is not included in the finance charge summary section of your statement.

### Billing Rights Summary

**In Case of Errors or Questions About Your Bill:** If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at P.O. Box 182354, LOC#16-0928, Columbus, OH 43218-2354 as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- Describe the error and explain if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

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OAS170AN - 9 - 01/14/2010

**NationalCity.**Account #  
Statement closing date[REDACTED]  
05/27/10**Your finance charges**

TYPE OF BALANCE	CORRESPONDING ANNUAL PERCENTAGE RATE (APR)	DAILY PERIODIC RATE (MAY VARY)	AVERAGE DAILY BALANCE	FINANCE CHARGE
Purchases	1.00%	0.00273%	\$0.00	\$0.00
Advances	1.00%	0.00273%	\$1,884,859.25	\$1,595.15

**Blended APR: 1.00%**  
 Days in billing cycle: 31

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 AMOUNT PAST DUE. FOR QUESTIONS, CALL US AT  
 1 866 622 2657.



JEFFREY M FOSTER, your account is past due. Visit [pnc.com/options](http://pnc.com/options) where we may have payment options for you, or call 1 866 622 2657 ext 44700.

## Home equity line of credit

Account #	[REDACTED]
Statement closing date	06/25/10
New balance	\$1,883,672.59
\$ Total minimum payment due	\$6,011.00
Due date	07/20/10

### Questions?

[pnc.com/homeequityonline](http://pnc.com/homeequityonline)  
1 866 622 2657

## Your account summary

Previous balance	\$1,889,822.16	Total credit limit	\$1,890,000.00
Payment received on 06/07/10 thank you	\$3,004.50	Total available credit	\$0.00
Purchases	\$0.00		
Advances	\$0.00		
Late and overlimit fees	\$150.22		
Finance charges	\$3,115.02		
Credits	\$180.27		
<b>New balance</b>	<b>\$1,883,672.59</b>		
<b>Past due amount - due now</b>	<b>\$3,005.50</b>		
Current minimum payment	\$3,005.50		
<b>\$ Total minimum payment due</b>	<b>\$6,011.00</b>		
<b>Due date</b>	<b>07/20/10</b>		

## Your transactions

TRANS DATE	POST DATE	REFERENCE NUMBER	DESCRIPTION	AMOUNT
05/28	05/28	F426400H4000FC148	*FINANCE CHARGE* PURCHASES REFUND	\$4,605.79
05/28	05/28	F426400H4000LC148	REFUND OF LATE FEES	180.27
06/07	06/07	7448960HE01MMJ521	PAYMENT*THANK YOU CLEARTRAN PA	3,004.50
06/25	06/25		LATE FEE	150.22
06/25	06/25		*FINANCE CHARGE*	1,490.77

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PO BOX 5570  
CLEVELAND OH 44101 0570

↑ PLEASE FOLD & TEAR HERE

Account #	[REDACTED]
New balance	\$1,883,672.59
\$ Total minimum payment due	\$6,011.00
Due date	07/20/10

## Home equity line of credit

Make check payable to:

PNC BANK  
PO BOX 856177  
LOUISVILLE KY 40285 6177

[REDACTED]

JEFFREY M FOSTER  
6201 N KILPATRICK AVE  
CHICAGO IL 60646 5070

[REDACTED]

PAYMENT ENCLOSED

\$   ,    .

## Terms and conditions

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- Your name and account number
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- Describe the error and explain if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

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OAS170CF - 7 - 04/15/2010



Account #  
Statement closing date

06/25/10

### Your finance charges

TYPE OF BALANCE	CORRESPONDING ANNUAL PERCENTAGE RATE (APR)	DAILY PERIODIC RATE (MAY VARY)	AVERAGE DAILY BALANCE	FINANCE CHARGE
Purchases	1.00%	0.00273%	\$0.00	\$0.00
Advances	1.00%	0.00273%	\$1,883,006.65	\$1,490.77

**Blended APR: 0.00%**  
Days in billing cycle: 29

### Important information - please read

YOUR ACCOUNT IS DELINQUENT. PLEASE REMIT THE  
AMOUNT PAST DUE. FOR QUESTIONS, CALL US AT  
1 866 622 2657.

**Welcome to PNC Bank.** We're proud to be leading the way with products and services to help our customers reach their financial goals with ease and confidence and we are excited about what we can do for you. To learn more about PNC Bank, visit [www.welcometopc.com](http://www.welcometopc.com) today.

While future communications may look different, we have kept some features the same:

- Account number
- Payment address
- User id and password for online access

As always, if you have questions about your account or the recent transition to PNC Bank, please call us at the number shown at the top of your statement.



JEFFREY M FOSTER, your account is past due. Visit  
[pnc.com/options](http://pnc.com/options) where we may have payment options for  
 you, or call 1 866 622 2657 ext 44700.

## Home equity line of credit

Account #	[REDACTED]
Statement closing date	07/27/10
New balance	\$1,882,309.76
⑤ Total minimum payment due	\$6,010.50
⑥ Due date	08/21/10

### Questions?

[pnc.com/homeequityonline](http://pnc.com/homeequityonline)  
 1 866 622 2657

## Your account summary

Previous balance	\$1,883,672.59	Total credit limit	\$1,890,000.00
Payment received on 07/02/10 thank you	\$3,006.00	Total available credit	\$0.00
Purchases	\$0.00		
Advances	\$0.00		
Late and overlimit fees	\$0.00		
Finance charges	\$1,643.17		
Credits	\$0.00		
<b>New balance</b>	<b>\$1,882,309.76</b>		
<b>Past due amount due now</b>	<b>\$3,005.00</b>		
Current minimum payment	\$3,005.50		
<b>⑤ Total minimum payment due</b>	<b>\$6,010.50</b>		
<b>⑥ Due date</b>	<b>08/21/10</b>		

## Your transactions

TRANS DATE	POST DATE	REFERENCE NUMBER	DESCRIPTION	AMOUNT
07/02	07/02	7448960JQ9YGZN83M	BRANCH PAYMENT	\$3,006.00
07/27	07/27		*FINANCE CHARGE*	1,643.17

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**PNC BANK**  
 PO BOX 5570  
 CLEVELAND OH 44101 0570

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Account #	[REDACTED]
New balance	\$1,882,309.76
⑤ Total minimum payment due	\$6,010.50
⑥ Due date	08/21/10

## Home equity line of credit

Make check payable to:

PNC BANK  
 PO BOX 856177  
 LOUISVILLE KY 40285 6177

[REDACTED]

JEFFREY M FOSTER  
 6201 N KILPATRICK AVE  
 CHICAGO IL 60646 5070

[REDACTED]

PAYMENT ENCLOSED

\$ [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

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- Your name and account number
- The dollar amount of the suspected error
- Describe the error and explain if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

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OA5170CE - 7 - 04/15/2010



Account #  
Statement closing date

07/27/10

### Your finance charges

TYPE OF BALANCE	CORRESPONDING ANNUAL PERCENTAGE RATE (APR)	DAILY PERIODIC RATE (MAY VARY)	AVERAGE DAILY BALANCE	FINANCE CHARGE
Purchases	1.00%	0.00273%	\$0.00	\$0.00
Advances	1.00%	0.00273%	\$1,880,922.52	\$1,643.17

**Blended APR: 1.00%**  
Days in billing cycle: 32

### Important information please read

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AMOUNT PAST DUE. FOR QUESTIONS, CALL US AT  
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\*\*\*Notice to Cardmembers\*\*\*  
Enclosed is a copy of PNC's Privacy Principles  
Please read and retain for future reference.





JEFFREY M FOSTER, your account is past due. Visit  
[pnc.com/options](http://pnc.com/options) where we may have payment options for  
 you, or call 1 866 622 2657 ext 44700.

## Home equity line of credit

Account #	[REDACTED]
Statement closing date	08/27/10
New balance	\$1,880,895.29
<b>\$ Total minimum payment due</b>	\$6,011.00
<b>② Due date</b>	09/21/10

### Questions?

[pnc.com/homeequityonline](http://pnc.com/homeequityonline)  
 1 866 622 2657

## Your account summary

Previous balance	\$1,882,309.76	Total credit limit	\$1,890,000.00
Payment received on 07/30/10 thank you	\$3,005.00	Total available credit	\$0.00
Purchases	\$0.00		
Advances	\$0.00		
Late and overlimit fees	\$0.00		
Finance charges	\$1,590.53		
<b>Credits</b>	<b>\$0.00</b>		
<b>New balance</b>	<b>\$1,880,895.29</b>		
Past due amount - due now	\$3,005.50		
Current minimum payment	\$3,005.50		
<b>\$ Total minimum payment due</b>	<b>\$6,011.00</b>		
<b>② Due date</b>	<b>09/21/10</b>		

## Your transactions

TRANS DATE	POST DATE	REFERENCE NUMBER	DESCRIPTION	AMOUNT
07/30	07/30	7448960K49YH99H40	BRANCH PAYMENT	\$3,005.00
08/27	08/27		*FINANCE CHARGE*	1,590.53

5170 WOG 001 7 18 100827 0 F D PAGE 1 of 3 1 0 4264 6100 L705 OA5170CE



PO BOX 5570  
 CLEVELAND OH 44101 0570

↑ PLEASE FOLD & TEAR HERE

Account #	[REDACTED]
New balance	\$1,880,895.29
<b>\$ Total minimum payment due</b>	<b>\$6,011.00</b>
<b>② Due date</b>	<b>09/21/10</b>

## Home equity line of credit

PAYMENT ENCLOSED

\$    ,    .

Make check payable to:

PNC BANK  
 PO BOX 856177  
 LOUISVILLE KY 40285 6177



JEFFREY M FOSTER  
 6201 N KILPATRICK AVE  
 CHICAGO IL 60646 5070



## Terms and conditions

**Crediting of Payments:** Payments received by us at P.O. Box 856177, Louisville, KY 40285-6177 by 5:00 PM Eastern Time, will be credited as of that day. Payments received after 5:00 P.M. Eastern Time, will be credited as of the following day. Do not send cash. The bottom portion of this statement must accompany your payment and be inserted in the envelope provided. The payment address must be placed in the window of the envelope. Do not fold check or bottom portion of this statement. Paper clips, staples, tape, or other correspondence should not be included with your payment. If you fail to follow these payment instructions, the crediting of such payment to your account may be delayed up to 5 days.

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**Notice To Customers Paying by Check:** When you make a payment with a personal check, you authorize us to use information from your check to make a one-time electronic transfer from your account or to process the payment as a check transaction. This means your account could be debited as early as the same day the payment is received. Your check will no longer be sent to your bank for processing. It will be destroyed and a copy will be retained. Therefore, you will no longer receive the original or a copy of your check back from your bank. Also, the way in which the transaction appears on your bank statement will change. Your statement will now show a line item for an electronic entry initiated by PNC Bank, and will include the check number, payee and the check amount. If you have questions regarding the conversion of your payment to an electronic transfer, you may call 1-866-622-4257. Otherwise, for all other Customer Service issues, please refer to the toll free number on the front of this statement.

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**Balance Calculations For Equity Line of Credit, Private Equity, Private and Signature Accounts:** We use the average daily balance to figure finance charges on all Account transactions. To get the average daily balance for the Line we take the beginning balance of the Line each day, add any new Advances (including if applicable, any fees (other than annual, late, overlimit fee, cash item and subordination fees) and other debits, and subtract any payments or credits and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the average daily balance.

**For Equity Line of Credit Accounts with a Fixed Rate Lock Option:** To get the average daily balance for a Fixed Rate Lock (FRL), we take the beginning balance on each FRL each day, subtract any payments or credits and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the average daily balance. If the front of your statement shows a daily periodic rate, the finance charge may be determined by (1) multiplying each of the average daily balances by the number of days in the billing cycle, (2) multiplying each of the results by the applicable daily periodic rate, and (3) adding these products together. Your agreement describes how the Annual Percentage Rate is calculated.

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- Your name and account number
- The dollar amount of the suspected error
- Describe the error and explain if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

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0A5170CE - 7 - 04/15/2010



Account # [REDACTED]  
Statement closing date

08/27/10

### Your finance charges

TYPE OF BALANCE	CORRESPONDING ANNUAL PERCENTAGE RATE (APR)	DAILY PERIODIC RATE (MAY VARY)	AVERAGE DAILY BALANCE	FINANCE CHARGE
Purchases	<b>1.00%</b>	0.00273%	\$0.00	\$0.00
Advances	<b>1.00%</b>	0.00273%	\$1,879,392.62	\$1,590.53

**Blended APR: 1.00%**  
Days in billing cycle: 31

#### ! Important information - please read

YOUR ACCOUNT IS DELINQUENT. PLEASE REMIT THE  
AMOUNT PAST DUE. FOR QUESTIONS, CALL US AT  
1 866 622 2657.





JEFFREY M FOSTER, your account is past due. Visit  
[pnc.com/options](http://pnc.com/options) where we may have payment options for  
 you, or call 1 866 622 2657 ext 44700.

## Home equity line of credit

Account #	[REDACTED]
Statement closing date	09/26/10
New balance	\$1,882,584.71
⑤ Total minimum payment due	\$9,016.50
⑥ Due date	10/21/10

### Questions?

[pnc.com/homeequityonline](http://pnc.com/homeequityonline)  
 1 866 622 2657

## Your account summary

Previous balance	\$1,880,895.29	Total credit limit	\$1,890,000.00
Payment received on 08/31/10 thank you	\$3,005.00	Total available credit	\$0.00
Purchases	\$3,005.00		
Advances	\$0.00		
Late and overlimit fees	\$150.27		
Finance charges	\$1,539.15		
Credits	\$0.00		
<b>New balance</b>	<b>\$1,882,584.71</b>		
Past due amount due now	\$3,005.50		
Past due 30 days due now	\$3,005.50		
Current minimum payment	\$3,005.50		
⑤ Total minimum payment due	\$9,016.50		
⑥ Due date	10/21/10		

## Your transactions

TRANS DATE	POST DATE	REFERENCE NUMBER	DESCRIPTION	AMOUNT
08/31	08/31	F426400LT000Q1265	ADJUSTMENT PAYMENTS	\$3,005.00
08/31	08/31	7448960L49YHJSLT8	BRANCH PAYMENT WILMINGTON DE	3,005.00
09/26	09/26		LATE FEE	150.27
09/26	09/26		*FINANCE CHARGE*	1,539.15

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PO BOX 5570  
 CLEVELAND OH 44101 0570

↑ PLEASE FOLD & TEAR HERE

Account #	[REDACTED]
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⑤ Total minimum payment due	\$9,016.50
⑥ Due date	10/21/10

## Home equity line of credit

PAYMENT ENCLOSED

\$   ,   ,

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 LOUISVILLE KY 40285 6177

JEFFREY M FOSTER  
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OA5170CE - 7 - 04/15/2010



Account #  
Statement closing date

09/26/10

### Your finance charges

TYPE OF BALANCE	CORRESPONDING ANNUAL PERCENTAGE RATE (APR)	DAILY PERIODIC RATE (MAY VARY)	AVERAGE DAILY BALANCE	FINANCE CHARGE
Purchases	1.00%	0.00273%	\$0.00	\$0.00
Advances	1.00%	0.00273%	\$1,879,304.76	\$1,539.15

**Blended APR: 1.00%**

Days in billing cycle: 30



JEFFREY M FOSTER, your account is past due. Visit  
[pnc.com/options](http://pnc.com/options) where we may have payment options for  
you, or call 1 866 622 2657 ext 44700.

## **Home equity line of credit**

Account #	[REDACTED]
Statement closing date	10/27/10
<b>New balance</b>	<b>\$1,878,312.85</b>
Total minimum payment due	\$6,011.00
Due date	11/21/10

## Questions?

[pnc.com/homeequityonline](http://pnc.com/homeequityonline)  
1 866 622 2657

## Your account summary

Previous balance	\$1,882,584.71	Total credit limit	\$1,890,000.00
Total payments received thank you	\$9,016.50	Total available credit	\$0.00
Purchases	\$3,005.50		
Advances	\$0.00		
Late and overlimit fees	\$150.25		
Finance charges	\$1,588.89		
Credits	\$0.00		
<b>New balance</b>	<b>\$1,878,312.85</b>		
Past due amount due now	\$3,005.50		
Current minimum payment	\$3,005.50		
<b>⑤ Total minimum payment due</b>	<b>\$6,011.00</b>		
<b>⑥ Due date</b>	<b>11/21/10</b>		

## Your transactions

TRANS DATE	POST DATE	REFERENCE NUMBER	DESCRIPTION	AMOUNT
09/26	09/26	7448960LY01MMJ524	PAYMENT*THANK YOU CLEARTRAN PA	\$3,005.50
09/26	09/26		*FINANCE CHARGE* PREV CYCLE CASH ADVANCE	0.04
10/01	10/01	F426400M2000PR274	ADJUSTMENT PAYMENTS	3,005.50
10/01	10/01		*FINANCE CHARGE* PREV CYCLE CASH ADVANCE	0.04
10/05	10/05	7448960M99YH98MRV	BRANCH PAYMENT WILMINGTON DE	3,006.00
10/07	10/07	7448960M901MMJ521	PAYMENT*THANK YOU CLEARTRAN PA	3,005.00
10/27	10/27		LATE FEE	150.25
10/27	10/27		*FINANCE CHARGE*	1,588.89

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PO BOX 5570  
CLEVELAND OH 44101 0570

**↑ PLEASE FOLD & TEAR HERE**

**Account #** [REDACTED]  
**New balance** \$1,878,312.85  
\$ **Total minimum payment due** \$6,011.00  
[REDACTED] **Due date** 11/21/10

### **Home equity line of credit**

**PAYMENT ENCLOSED**

Make check payable to:

PNC BANK  
PO BOX 856177  
LOUISVILLE KY 40285 6177

JEFFREY M FOSTER  
6201 N KILPATRICK AVE  
CHICAGO IL 60646 5070

BNC001294

## Terms and conditions

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OAS170CE - 7 - 04/15/2010



Account #

Statement closing date

10/27/10

**Your finance charges**

TYPE OF BALANCE	CORRESPONDING ANNUAL PERCENTAGE RATE (APR)	DAILY PERIODIC RATE (MAY VARY)	AVERAGE DAILY BALANCE	FINANCE CHARGE
Purchases	1.00%	0.00273%	\$0.00	\$0.00
Advances	1.00%	0.00273%	\$1,877,454.69	\$1,588.89

**Blended APR: 1.00%**

Days in billing cycle: 31



JEFFREY M FOSTER, visit pnc.com to take advantage of our free online bill payment service to ensure your monthly payment arrives on time, avoid late fees and maintain your good credit rating.

## Home equity line of credit

Account #	[REDACTED]
Statement closing date	11/26/10
New balance	\$1,876,993.41
Minimum payment	\$3,005.50
Due date	12/21/10

### Questions?

pnc.com/homeequityonline  
1 888 PNC BANK

## Your account summary

Previous balance	\$1,878,312.85	Total credit limit	\$1,890,000.00
Payment received on 11/09/10 thank you	\$3,006.00	Total available credit	\$0.00
Purchases	\$0.00		
Advances	\$0.00		
Late and overlimit fees	\$150.27		
Finance charges	\$1,536.29		
Credits	\$0.00		
<b>New balance</b>	<b>\$1,876,993.41</b>		
<b>Minimum payment</b>	<b>\$3,005.50</b>		
<b>Due date</b>	<b>12/21/10</b>		

## Your transactions

TRANS DATE	POST DATE	REFERENCE NUMBER	DESCRIPTION	AMOUNT
11/09	11/09	7448960NA9YGN6GQE	BRANCH PAYMENT	\$3,006.00
11/26	11/26		LATE FEE	150.27
11/26	11/26		*FINANCE CHARGE*	1,536.29

## Your finance charges

TYPE OF BALANCE	CORRESPONDING ANNUAL PERCENTAGE RATE (APR)		DAILY PERIODIC RATE (MAY VARY)	AVERAGE DAILY BALANCE	FINANCE CHARGE
	1.00%		0.00273%	\$0.00	\$0.00
Purchases					

(continued on next page)

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PO BOX 5570  
CLEVELAND OH 44101 0570

Account # [REDACTED]  
New balance \$1,876,993.41  
Minimum payment \$3,005.50  
Due date 12/21/10  
PAYMENT ENCLOSED

\$   ,    .

JEFFREY M FOSTER  
6201 N KILPATRICK AVE  
CHICAGO IL 60646 5070

Make check payable to:

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PO BOX 856177  
LOUISVILLE KY 40285 6177  




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Account # [REDACTED]  
Statement closing date

11/26/10

**Your finance charges (continued)**

TYPE OF BALANCE	CORRESPONDING ANNUAL PERCENTAGE RATE (APR)	DAILY PERIODIC RATE (MAY VARY)	AVERAGE DAILY BALANCE	FINANCE CHARGE
Advances	1.00%	0.00273%	\$1,875,813.59	\$1,536.29

**Blended APR: 1.00%**  
Days in billing cycle: 30



**JEFFREY M FOSTER**, visit [pnc.com](http://pnc.com) to take advantage of our free online bill payment service to ensure your monthly payment arrives on time, avoid late fees and maintain your good credit rating.

## **Home equity line of credit**

Account #	
Statement closing date	12/27/10
New balance	\$1,875,574.12
Minimum payment	\$3,005.50
Due date	01/21/11

Questions?  
[pnc.com/homeequityonline](http://pnc.com/homeequityonline)  
1-888-PNC-BANK

## Your account summary

Previous balance	\$1,876,993.41	Total credit limit	\$1,890,000.00
Payment received on 12/18/10 - thank you	\$3,006.00	Total available credit	\$0.00
Purchases	\$0.00		
Advances	\$0.00		
Late and overlimit fees	\$0.00		
Finance charges	\$1,586.71		
Credits	\$0.00		
<b>New balance</b>	<b>\$1,875,574.12</b>		
 Minimum payment	\$3,005.50		
 Due date	01/21/11		

## Your transactions

TRANS DATE	POST DATE	REFERENCE NUMBER	DESCRIPTION	AMOUNT
12/18	12/18	7448960PK9YHJS36X	BRANCH PAYMENT	WILMINGTON DE \$3,006.00-
12/27	12/27		*FINANCE CHARGE*	1,586.71

#### Your finance charges

TYPE OF BALANCE	CORRESPONDING ANNUAL PERCENTAGE	DAILY RATE (MAY VARY)	AVERAGE DAILY BALANCE	FINANCE CHARGE
	RATE (APR)	(MAY VARY)		
Purchases	1.00%	0.00273%	\$0.00	\$0.00

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 PNC BANK  
PO BOX 5570  
CLEVELAND OH 44101-0570

Account #	[REDACTED]
New balance	\$1,875,574.12
\$ Minimum payment	\$3,005.50
Due date	01/21/11

**PAYMENT ENCLOSED**

JEFFREY M FOSTER  
6201 N KILPATRICK AVE  
CHICAGO IL 60646-5070

**Make check payable to:**

PNC BANK  
PO BOX 856177  
LOUISVILLE KY 40285-6177

## Terms and conditions

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Account # [REDACTED]  
Statement closing date

12/27/10

## Your finance charges (continued)

TYPE OF BALANCE	CORRESPONDING ANNUAL PERCENTAGE RATE (APR)	DAILY PERIODIC RATE (MAY VARY)	AVERAGE DAILY BALANCE	FINANCE CHARGE
Advances	1.00%	0.00273%	\$1,874,881.22	\$1,586.71

Blended APR: 1.00%  
Days in billing cycle: 31



JEFFREY M FOSTER, visit [pnc.com](http://pnc.com) to take advantage of our free online bill payment service to ensure your monthly payment arrives on time, avoid late fees and maintain your good credit rating.

## **Home equity line of credit**

Account #	
Statement closing date	01/27/11
New balance	\$1,874,153.73
Minimum payment	\$3,005.50
Due date	02/21/11

Questions?  
[pnc.com/homeequityonline](http://pnc.com/homeequityonline)  
1-888-PNC-BANK

## Your account summary

Previous balance	\$1,875,574.12	Total credit limit	\$1,890,000.00
Payment received on 01/19/11 - thank you	\$3,006.00	Total available credit	\$0.00
Purchases	\$0.00		
Advances	\$0.00		
Late and overlimit fees	\$0.00		
Finance charges	\$1,585.61		
Credits	\$0.00		
New balance	\$1,874,153.73		
⑤ Minimum payment	\$3,005.50		
⑥ Due date	02/21/11		

## Your transactions

TRANS DATE	POST DATE	REFERENCE NUMBER	DESCRIPTION	AMOUNT
01/19	01/19	74489600L9YGZPL1T	BRANCH PAYMENT	WILMINGTON DE \$3,006.00-
01/27	01/27		*FINANCE CHARGE*	1,585.61

#### Your finance charges

TYPE OF BALANCE	CORRESPONDING ANNUAL PERCENTAGE RATE (APR.)	DAILY PERIODIC RATE (MAY VARY)	AVERAGE DAILY BALANCE	FINANCE CHARGE
Purchases	1.00%	0.00273%	\$0.00	\$0.00

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PNC BANK  
PO BOX 5570  
CLEVELAND OH 44101-0570

Account #	[REDACTED]
New balance	\$1,874,153.73
\$ Minimum payment	\$3,005.50
② Due date	02/21/11

**PAYMENT ENCLOSED**

**\$**

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JEFFREY M FOSTER  
6201 N KILPATRICK AVE  
CHICAGO IL 60646-5070

Make check payable to:

PNC BANK  
PO BOX 856177  
LOUISVILLE KY 40285-6177

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## Terms and conditions

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OAS170CE - 9 - 01/10/2011





Account #  
Statement closing date

01/27/11

## Your finance charges (continued)

TYPE OF BALANCE	CORRESPONDING ANNUAL PERCENTAGE	DAILY PERIODIC RATE (APR) (MAY VARY)	AVERAGE DAILY BALANCE	FINANCE CHARGE
Advances	1.00%	0.00273%	\$1,873,575.35	\$1,585.61

Blended APR: 1.00%  
Days in billing cycle: 31

Important information - please read

TOTAL \*FINANCE CHARGE\* PAID IN 2010 \$20084.90



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## **Home equity line of credit**

Account #	[REDACTED]
Statement closing date	02/24/11
New balance	\$1,872,579.39
\$ Minimum payment	\$3,005.50
Due date	03/21/11

Questions?

[pnc.com/homeequityonline](http://pnc.com/homeequityonline)  
1-888-PNC-BANK

## Your account summary

Previous balance	\$1,874,153.73	Total credit limit	\$1,890,000.00
Payment received on 02/19/11 - thank you	\$3,005.50	Total available credit	\$0.00
Purchases	\$0.00		
Advances	\$0.00		
Late and overlimit fees	\$0.00		
Finance charges	\$1,431.16		
Credits	\$0.00		
<b>New balance</b>	<b>\$1,872,579.39</b>		
 Minimum payment	\$3,005.50		
 Due date	03/21/11		

## Your transactions

TRANS DATE	POST DATE	REFERENCE NUMBER	DESCRIPTION	AMOUNT
02/19	02/19	74489601N9YHJSB0T	BRANCH PAYMENT	WILMINGTON DE \$3,005.50-
02/24	02/24		*FINANCE CHARGE*	1,431.16

### Your finance charges

TYPE OF BALANCE	CORRESPONDING ANNUAL PERCENTAGE	DAILY PERIODIC RATE	AVERAGE DAILY BALANCE	FINANCE CHARGE
	RATE (APR)	(MAY VARY)		
Purchases	1.00%	0.00273%	\$0.00	\$0.00

(continued on next page)

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PNC BANK

PO BOX 5570  
CLEVELAND OH 44101-0570

Account #:	[REDACTED]
\$ New balance	\$1,872,579.39
Minimum payment	\$3,005.50
Due date	03/21/11
PAYMENT ENCLOSED	

\$ 

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Make check payable to:

PNC BANK  
PO BOX 856177  
LOUISVILLE KY 40285-6177

JEFFREY M FOSTER  
6201 N KILPATRICK AVE  
CHICAGO IL 60646-5070

Figure 1. A 1000 bp sequence of the *luciferase* gene from *Galleria mellonella* (GenBank accession number AF227000) with the positions of the 10 putative TATA boxes indicated by vertical bars.

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OAS17OCE - 9 - 01/10/2011





Account #  
Statement closing date

[REDACTED]  
02/24/11

Your finance charges (continued)

TYPE OF BALANCE	CORRESPONDING ANNUAL PERCENTAGE	DAILY PERIODIC RATE (APR) (MAY VARY)	AVERAGE DAILY BALANCE	FINANCE CHARGE
Advances	1.00%	0.00273%	\$1,872,263.85	\$1,431.16

Blended APR: 1.00%  
Days in billing cycle: 28

**!** Important information - please read

TOTAL \*FINANCE CHARGE\* PAID IN 2010 \$20084.90



JEFFREY M FOSTER, visit pnc.com to take advantage of our free online bill payment service to ensure your monthly payment arrives on time, avoid late fees and maintain your good credit rating.

## Home equity line of credit

Account #	[REDACTED]
Statement closing date	03/27/11
New balance	\$1,871,157.05
Minimum payment	\$3,005.50
Due date	04/21/11

### Questions?

pnc.com/homeequityonline  
1-888-PNC-BANK

## Your account summary

Previous balance	\$1,872,579.39	Total credit limit	\$1,890,000.00
Payment received on 03/19/11 - thank you	\$3,005.50	Total available credit	\$0.00
Purchases	\$0.00		
Advances	\$0.00		
Late and overlimit fees	\$0.00		
Finance charges	\$1,583.16		
Credits	\$0.00		
<b>New balance</b>	<b>\$1,871,157.05</b>		
 <b>S</b> Minimum payment	 <b>\$3,005.50</b>		
 <b>D</b> Due date	 <b>04/21/11</b>		

## Your transactions

TRANS DATE	POST DATE	REFERENCE NUMBER	DESCRIPTION	AMOUNT
03/19	03/19	74489602H9YHJV PYH	BRANCH PAYMENT	\$3,005.50-
03/27	03/27		*FINANCE CHARGE*	1,583.16

## Your finance charges

TYPE OF BALANCE	CORRESPONDING ANNUAL PERCENTAGE RATE (APR)	DAILY PERIODIC RATE (MAY VARY)	AVERAGE DAILY BALANCE	FINANCE CHARGE
Purchases	1.00%	0.00273%	\$0.00	\$0.00

(continued on next page)

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PO BOX 5570  
CLEVELAND OH 44101-0570

Account #	[REDACTED]
New balance	\$1,871,157.05
Minimum payment	\$3,005.50
Due date	04/21/11

PAYMENT ENCLOSED  
\$    ,    .

Make check payable to:

PNC BANK  
PO BOX 856177  
LOUISVILLE KY 40285-6177

JEFFREY M FOSTER  
6201 N KILPATRICK AVE  
CHICAGO IL 60646-5070

[REDACTED]

## Terms and conditions

**Crediting of Payments:** Payments received by us at P.O. Box 856177, Louisville, KY 40285-6177 by 5:00 P.M. Eastern Time, will be credited as of that day. Payments received after 5:00 PM Eastern Time, will be credited as of the following day. Do not send cash. The bottom portion of this statement must accompany your payment and be inserted in the envelope provided. The payment address must be placed in the window of the envelope. Do not fold check or bottom portion of this statement. Paper clips, staples, tape, or other correspondence should not be included with your payment. If you fail to follow these payment instructions, the crediting of such payment to your account may be delayed up to 5 days.

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**Broker, Construction, Discount, Line Mod, Rate Mod, Rate Buy-Down, Promo Balance Transfer, or Processing Fee Finance Charges:** If a broker fee, construction fee, discount fee, line or rate modification fee, promo balance transfer fee, buy-down fee or processing fee "Finance Charge" is itemized on the front of your statement, that transaction is not included in the finance charge summary section of your statement.

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- The dollar amount of the suspected error.
- Describe the error and explain if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

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Account # [REDACTED]  
Statement closing date

03/27/11

## Your finance charges (continued)

TYPE OF BALANCE	CORRESPONDING ANNUAL PERCENTAGE RATE (APR)	DAILY PERIODIC RATE (MAY VARY)	AVERAGE DAILY BALANCE	FINANCE CHARGE
Advances	1.00%	0.00273%	\$1,870,691.16	\$1,583.16

Blended APR: 1.00%  
Days in billing cycle: 31

**!** Important information - please read

TOTAL \*FINANCE CHARGE\* PAID IN 2010 \$20084.90



JEFFREY M FOSTER, visit [pnc.com](http://pnc.com) to take advantage of our free online bill payment service to ensure your monthly payment arrives on time, avoid late fees and maintain your good credit rating.

## **Home equity line of credit**

Account #	
Statement closing date	04/26/11
New balance	\$1,874,293.32
Minimum payment	\$6,140.77
Due date	05/21/11

Questions?  
[pnc.com/homeequityonline](http://pnc.com/homeequityonline)  
1-888-PNC-BANK

## Your account summary

Previous balance	\$1,871,157.05	Total credit limit	\$1,890,000.00
Payment received on 04/22/11 - thank you	\$3,005.50	Total available credit	\$0.00
Purchases	\$0.00		
Advances	\$0.00		
Late and overlimit fees	\$0.00		
Finance charges	\$6,140.77		
Credits	\$0.00		
<b>New balance</b>	<b>\$1,874,292.32</b>		
<b>Minimum payment</b>	<b>\$6,140.77</b>		
<b>Due date</b>	<b>05/21/11</b>		

## Your transactions

TRANS DATE	POST DATE	REFERENCE NUMBER	DESCRIPTION	AMOUNT
04/22	04/22	74489603J9YHJVA8T	BRANCH PAYMENT*THANK YOU WILMINGTON DE	\$3,005.50-
04/26	04/26		*FINANCE CHARGE*	6,140.77

#### Your finance charges

TYPE OF BALANCE	CORRESPONDING ANNUAL PERCENTAGE RATE (APR)		DAILY PERIODIC RATE (MAY VARY)	AVERAGE DAILY BALANCE	FINANCE CHARGE
	Purchases	4.00%	0.01095%	\$0.00	\$0.00

(continued on next page)

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PNC BANK  
PO BOX 5570  
CLEVELAND OH 44101-0570

Account #	[REDACTED]
New balance	\$1,874,292.32
Minimum payment	\$6,140.77
Due date	05/21/11

\$

JEFFREY M FOSTER  
6201 N KILPATRICK AVE  
CHICAGO IL 60646-5070

**Make check payable to:**

PNC BANK  
PO BOX 856177  
LOUISVILLE KY 40285-6177

http://www.industrydocuments.ucsf.edu/docs/lnqz0001

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## Terms and conditions

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Account #  
Statement closing date

04/26/11

## Your finance charges (continued)

TYPE OF BALANCE	CORRESPONDING ANNUAL PERCENTAGE RATE (APR)	DAILY PERIODIC RATE (MAY VARY)	AVERAGE DAILY BALANCE	FINANCE CHARGE
Advances	4.00%	0.01095%	\$1,869,336.83	\$6,140.77

Blended APR: 4.00%  
Days in billing cycle: 30



JEFFREY M FOSTER, your account is past due. Visit [pnc.com/options](http://pnc.com/options) where we may have payment options for you, or call 1-866-622-2657 ext 44700.

## Home equity line of credit

Account #	[REDACTED]
Statement closing date	05/27/11
New balance	\$1,880,633.76
⑤ Total minimum payment due	\$12,482.21
⑥ Due date	06/21/11

### Questions?

[pnc.com/homeequityonline](http://pnc.com/homeequityonline)  
1-866-622-2657

## Your account summary

Previous balance	\$1,874,292.32	Total credit limit	\$1,890,000.00
Payment received	\$0.00	Total available credit	\$0.00
Purchases	\$0.00		
Advances	\$0.00		
Late and overlimit fees	\$0.00		
Finance charges	\$6,341.44		
Credits	\$0.00		
<b>New balance</b>	<b>\$1,880,633.76</b>		
Past due amount - due now	\$6,140.77		
<b>Current minimum payment</b>	<b>\$6,341.44</b>		
<b>⑤ Total minimum payment due</b>	<b>\$12,482.21</b>		
<b>⑥ Due date</b>	<b>06/21/11</b>		

## Your transactions

TRANS DATE	POST DATE	REFERENCE NUMBER	DESCRIPTION	AMOUNT
05/27	05/27		*FINANCE CHARGE*	\$6,341.44

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PO BOX 5570  
CLEVELAND OH 44101-0570

Account # [REDACTED]  
New balance \$1,880,633.76  
⑤ Total minimum payment due \$12,482.21  
⑥ Due date 06/21/11

PAYMENT ENCLOSED

\$    ,    .

JEFFREY M FOSTER  
6201 N KILPATRICK AVE  
CHICAGO IL 60646-5070

Make check payable to:

PNC BANK  
PO BOX 856177  
LOUISVILLE KY 40285-6177

## Terms and conditions

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- Describe the error and explain if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

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OAS170CE - 10 - 05/17/2011





Account #  
Statement closing date

05/27/11

## Your finance charges

TYPE OF BALANCE	CORRESPONDING ANNUAL PERCENTAGE RATE (APR)	DAILY PERIODIC RATE (MAY VARY)	AVERAGE DAILY BALANCE	FINANCE CHARGE
Purchases	4.00%	0.01095%	\$0.00	\$0.00
Advances	4.00%	0.01095%	\$1,868,151.55	\$6,341.44

Blended APR: 4.00%  
Days in billing cycle: 31



JEFFREY M FOSTER, your account is past due. Visit [pnc.com/options](http://pnc.com/options) where we may have payment options for you, or call 1-866-622-2657 ext 44700.

## Home equity line of credit

Account #	[REDACTED]
Statement closing date	06/26/11
New balance	\$1,883,921.37
Total minimum payment due	\$15,613.09
Due date	07/21/11

### Questions?

[pnc.com/homeequityonline](http://pnc.com/homeequityonline)  
1-866-622-2657

## Your account summary

Previous balance	\$1,880,633.76	Total credit limit	\$1,890,000.00
Payment received on 06/02/11 - thank you	\$3,006.00	Total available credit	\$0.00
Purchases	\$0.00		
Advances	\$0.00		
Late and overlimit fees	\$156.73		
Finance charges	\$6,136.88		
Credits	\$0.00		
<b>New balance</b>	<b>\$1,883,921.37</b>		
Past due amount - due now	\$6,341.44		
Past due 30 days - due now	\$3,134.77		
<b>Current minimum payment</b>	<b>\$6,136.88</b>		
Total minimum payment due	\$15,613.09		
Due date	07/21/11		

## Your transactions

TRANS DATE	POST DATE	REFERENCE NUMBER	DESCRIPTION	AMOUNT
06/02	06/02	74489604S9YHJK9A	BRANCH PAYMENT*THANK YOU WILMINGTON DE	\$3,006.00-
06/26	06/26		LATE FEE	156.73
06/26	06/26		*FINANCE CHARGE*	6,136.88

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PO BOX 5570  
CLEVELAND OH 44101-0570

Account # [REDACTED]

New balance \$1,883,921.37

Total minimum payment due \$15,613.09

Due date 07/21/11

PAYMENT ENCLOSED

\$   ,    .

Make check payable to:

PNC BANK  
PO BOX 856177  
LOUISVILLE KY 40285-6177

JEFFREY M FOSTER  
6201 N KILPATRICK AVE  
CHICAGO IL 60646-5070

## Terms and conditions

**Crediting of Payments:** Payments received by us at P.O. Box 856177, Louisville, KY 40285-6177 by 5:00 P.M. Eastern Time, will be credited as of that day. Payments received after 5:00 P.M. Eastern Time, will be credited as of the following day. Do not send cash. The bottom portion of this statement must accompany your payment and be inserted in the envelope provided. The payment address must be placed in the window of the envelope. Do not fold check or bottom portion of this statement. Paper clips, staples, tape, or other correspondence should not be included with your payment. If you fail to follow these payment instructions, the crediting of such payment to your account may be delayed up to 5 days.

**Important Information about Credit Availability:** In order to ensure there is enough time for a payment to clear the account on which it is drawn, we may not make the payment amount available to re-borrow for a period of 10 or 14 days, depending on the amount of the payment and other factors. Even if the payment amount is not available immediately, the payment will be credited on receipt if and as provided in the section called "Crediting of Payments" above.

**Notice To Customers Paying by Check:** When you make a payment with a personal check, you authorize us to use information from your check to make a one-time electronic transfer from your account or to process the payment as a check transaction. This means your account could be debited as early as the same day the payment is received. Your check will no longer be sent to your bank for processing. It will be destroyed and a copy will be retained. Therefore, you will no longer receive the original or a copy of your check back from your bank. Also, the way in which the transaction appears on your bank statement will change. Your statement will now show a line item for an electronic entry initiated by PNC Bank, and will include the check number, payee and the check amount. If you have questions regarding the conversion of your payment to an electronic transfer, please refer to the toll free number on the front of this statement.

**Important Notice Regarding Delinquency Regarding Credit Bureau Reporting:** We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

**Regarding Delinquency Message:** This is an attempt to collect debt (claim) and any information obtained will be used for that purpose.

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**Balance Calculations For Equity Line of Credit, Private Equity, Private and Signature Accounts:** We use the average daily balance to figure finance charges on all account transactions. To get the average daily balance for the line we take the beginning balance of the line each day, add any new advances including if applicable, any fees (other than annual, late, overlimit fee, cash item and subordination fees) and other debits, and subtract any payments or credits and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the average daily balance.

**For Equity Line of Credit Accounts with a Fixed Rate Lock Option:** To get the average daily balance for a Fixed Rate Lock (FRL), we take the beginning balance on each FRL each day, subtract any payments or credits and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the average daily balance. If the front of your statement shows a daily periodic rate, the finance charge may be determined by (1) multiplying each of the average daily balances by the number of days in the billing cycle, (2) multiplying each of the results by the applicable daily periodic rate, and (3) adding these products together. Your agreement describes how the Annual Percentage Rate is calculated.

**Broker, Construction, Discount, Line Mod, Rate Mod, Rate Buy-Down, Promo Balance Transfer, or Processing Fee Finance Charges:** If a broker fee, construction fee, discount fee, line or rate modification fee, promo balance transfer fee, buy-down fee or processing fee "Finance Charge" is itemized on the front of your statement, that transaction is not included in the finance charge summary section of your statement.

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- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

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OAS17OCE - 10 - 05/17/2011





Account #  
Statement closing date

06/26/11

### Your finance charges

TYPE OF BALANCE	CORRESPONDING ANNUAL PERCENTAGE RATE (APR)	DAILY PERIODIC RATE (MAY VARY)	AVERAGE DAILY BALANCE	FINANCE CHARGE
Purchases	4.00%	0.01095%	\$0.00	\$0.00
Advances	4.00%	0.01095%	\$1,868,151.55	\$6,136.88

Blended APR: 4.00%  
Days in billing cycle: 30

Important information - please read

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JEFFREY M FOSTER, your account is past due. Visit [pnc.com/options](http://pnc.com/options) where we may have payment options for you, or call 1-866-622-2657 ext 44700.

## Home equity line of credit

Account #	[REDACTED]
Statement closing date	07/27/11
New balance	\$1,890,579.88
<b>\$</b> Total minimum payment due	\$21,954.53
<b>②</b> Due date	08/21/11

### Questions?

[pnc.com/homeequityonline](http://pnc.com/homeequityonline)  
1-866-622-2657

### Your account summary

Previous balance	\$1,883,921.37	Total credit limit	\$1,890,000.00
Payment received	\$0.00	Total available credit	\$0.00
Purchases	\$0.00		
Advances	\$0.00		
Late and overlimit fees	\$317.07		
Finance charges	\$6,341.44		
Credits ...	\$0.00		
<b>New balance</b>	<b>\$1,890,579.88</b>		
Past due amount - due now	\$6,136.88		
Past due 30 days - due now	\$6,341.44		
Past due 60 days - due now	\$3,134.77		
<b>Current minimum payment</b>	<b>\$6,341.44</b>		
<b>\$</b> Total minimum payment due	<b>\$21,954.53</b>		
<b>②</b> Due date	<b>08/21/11</b>		

### Your transactions

TRANS DATE	POST DATE	REFERENCE NUMBER	DESCRIPTION	AMOUNT
07/27	07/27		LATE FEE	\$317.07
07/27	07/27		*FINANCE CHARGE*	6,341.44

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**PNC BANK**  
PO BOX 5570  
CLEVELAND OH 44101-0570

Account #	[REDACTED]
New balance	\$1,890,579.88
<b>\$</b> Total minimum payment due	\$21,954.53
<b>②</b> Due date	08/21/11

PAYMENT ENCLOSED  
\$   ,

JEFFREY M FOSTER  
6201 N KILPATRICK AVE  
CHICAGO IL 60646-5070

Make check payable to:

PNC BANK  
PO BOX 856177  
LOUISVILLE KY 40285-6177

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OAS17OCE - 10 - 05/17/2011





Account # [REDACTED]  
Statement closing date

07/27/11

### Your finance charges

TYPE OF BALANCE	CORRESPONDING ANNUAL PERCENTAGE	DAILY PERIODIC RATE (APR) (MAY VARY)	AVERAGE DAILY BALANCE	FINANCE CHARGE
Purchases	4.00%	0.01095%	\$0.00	\$0.00
Advances	4.00%	0.01095%	\$1,868,151.55	\$6,341.44

Blended APR: 4.00%  
Days in billing cycle: 31

### Important information - please read

Your account is currently closed.

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JEFFREY M FOSTER, your account is past due. Visit [pnc.com/options](http://pnc.com/options) where we may have payment options for you, or call 1-866-622-2657 ext 44700.

## Home equity line of credit

Account #	[REDACTED]
Statement closing date	08/26/11
New balance	\$1,894,017.60
Total minimum payment due	\$25,085.41
Due date	09/20/11

### Questions?

[pnc.com/homeequityonline](http://pnc.com/homeequityonline)  
1-866-622-2657

## Your account summary

Previous balance	\$1,890,579.88	Total credit limit	\$1,890,000.00
Total payments received - thank you	\$6,012.00	Total available credit	\$0.00
Purchases	\$3,006.00		
Advances	\$0.00		
Late and overlimit fees	\$306.84		
Finance charges	\$6,136.88		
Credits	\$0.00		
<b>New balance</b>	<b>\$1,894,017.60</b>		
Past due amount - due now	\$6,341.44		
Past due 30 days - due now	\$6,136.88		
Past due 60 days - due now	\$6,470.21		
<b>Current minimum payment</b>	<b>\$6,136.88</b>		
Total minimum payment due	\$25,085.41		
Due date	09/20/11		

## Your transactions

TRANS DATE	POST DATE	REFERENCE NUMBER	DESCRIPTION	AMOUNT
07/29	07/29	F4264006W000Q1220	ADJUSTMENT-PAYMENTS	\$3,006.00
07/29	07/29	74489606L9YHWQJSK	BRANCH PAYMENT*THANK YOU WILMINGTON DE	3,006.00-
08/24	08/24	74489607Q01MMJ525	PAYMENT*THANK YOU CLEARTRAN PA	3,006.00-
08/26	08/26		LATE FEE	306.84
08/26	08/26		*FINANCE CHARGE*	6,136.88

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PO BOX 5570  
CLEVELAND OH 44101-0570

Account # [REDACTED]  
New balance \$1,894,017.60  
 Total minimum payment due \$25,085.41  
 Due date 09/20/11

PAYMENT ENCLOSED

\$    ,    .

JEFFREY M FOSTER  
6201 N KILPATRICK AVE  
CHICAGO IL 60646-5070

Make check payable to:

PNC BANK  
PO BOX 856177  
LOUISVILLE KY 40285-6177

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Account #  
Statement closing date

08/26/11

### Your finance charges

TYPE OF BALANCE	CORRESPONDING ANNUAL PERCENTAGE RATE (APR) (MAY VARY)	DAILY PERIODIC RATE	AVERAGE DAILY BALANCE	FINANCE CHARGE
Purchases	4.00%	0.01095%	\$0.00	\$0.00
Advances	4.00%	0.01095%	\$1,868,151.55	\$6,136.88

Blended APR: 4.00%  
Days in billing cycle: 30

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you, or call 1-866-622-2657 ext 44700.

#### **Home equity line of credit**

Account #	
Statement closing date	09/26/11
New balance	\$1,897,670.11
Total minimum payment due	\$28,420.85
Due date	10/21/11

## Questions?

[pnc.com/homeequityonline](http://pnc.com/homeequityonline)  
1-866-622-2657

## Your account summary

Previous balance	\$1,894,017.60	Total credit limit	\$1,890,000.00
Payment received on 08/31/11 - thank you	\$3,006.00	Total available credit	\$0.00
Purchases	\$0.00		
Advances	\$0.00		
Late and overlimit fees	\$317.07		
Finance charges	\$6,341.44		
Credits	\$0.00		
<b>New balance</b>	<b>\$1,897,670.11</b>		
Past due amount - due now	\$6,136.88		
Past due 30 days - due now	\$6,341.44		
Past due 60 days - due now	\$6,136.88		
Past due 90 days - due now	\$3,464.21		
<b>Current minimum payment</b>	<b>\$6,341.44</b>		
<b>⑤ Total minimum payment due</b>	<b>\$28,420.85</b>		
<b>⑥ Due date</b>	<b>10/21/11</b>		

## Your transactions

TRANS DATE	POST DATE	REFERENCE NUMBER	DESCRIPTION	AMOUNT
08/31	08/31	74489607L9YHJRHD6	BRANCH PAYMENT*THANK YOU WILMINGTON DE	\$3,006.00
09/26	09/26		LATE FEE	317.07
09/26	09/26		*FINANCE CHARGE*	6,341.44

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PO BOX 5570  
CLEVELAND OH 44101-0570

**Account #** [REDACTED]  
**New balance** \$1,897,670.11  
⑤ **Total minimum payment due** \$28,420.85  
⑥ **Due date** PAYMENT ENCLOSED 10/21/11

**PAYMENT ENCLOSED**

**Make check payable to:**

PNC BANK  
PO BOX 856177  
LOUISVILLE KY 40285-6177

JEFFREY M FOSTER  
6201 N KILPATRICK AVE  
CHICAGO IL 60646-5070

100 200 300 400 500 600 700 800 900 1000

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**For Equity Line of Credit Accounts with a Fixed Rate Lock Option:** To get the average daily balance for a Fixed Rate Lock (FRL), we take the beginning balance on each FRL each day, subtract any payments or credits and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the average daily balance. If the front of your statement shows a daily periodic rate, the finance charge may be determined by (1) multiplying each of the average daily balances by the number of days in the billing cycle, (2) multiplying each of the results by the applicable daily periodic rate, and (3) adding these products together. Your agreement describes how the Annual Percentage Rate is calculated.

**Broker, Construction, Discount, Line Mod, Rate Mod, Rate Buy-Down, Promo Balance Transfer, or Processing Fee Finance Charges:** If a broker fee, construction fee, discount fee, line or rate modification fee, promo balance transfer fee, buy-down fee or processing fee "Finance Charge" is itemized on the front of your statement, that transaction is not included in the finance charge summary section of your statement.

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- The dollar amount of the suspected error
- Describe the error and explain if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

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OAS170CE - 10 - 05/17/2011





Account #  
Statement closing date

09/26/11

### Your finance charges

TYPE OF BALANCE	CORRESPONDING ANNUAL PERCENTAGE RATE (APR)	DAILY PERIODIC RATE (MAY VARY)	AVERAGE DAILY BALANCE	FINANCE CHARGE
Purchases	4.00%	0.01095%	\$0.00	\$0.00
Advances	4.00%	0.01095%	\$1,868,151.55	\$6,341.44

Blended APR: 4.00%  
Days in billing cycle: 31

**!** Important information - please read

Your account is currently closed.



JEFFREY M FOSTER, your account is past due. Visit [pnc.com/options](http://pnc.com/options) where we may have payment options for you, or call 1-866-622-2657 ext 44700.

## Home equity line of credit

Account #	[REDACTED]
Statement closing date	10/27/11
New balance	\$1,904,318.39
① Total minimum payment due	\$34,762.29
② Due date	11/21/11

### Questions?

[pnc.com/homeequityonline](http://pnc.com/homeequityonline)  
1-866-622-2657

## Your account summary

Previous balance	\$1,897,670.11	Total credit limit	\$1,890,000.00
Payment received	\$0.00	Total available credit	\$0.00
Purchases	\$0.00		
Advances	\$0.00		
Late and overlimit fees	\$306.84		
Finance charges	\$6,341.44		
Credits	\$0.00		
<b>New balance</b>	<b>\$1,904,318.39</b>		
Past due amount - due now	\$6,341.44		
Past due 30 days - due now	\$6,136.88		
Past due 60 days - due now	\$6,341.44		
Past due 90 days - due now	\$6,136.88		
Past due 120 days - due now	\$3,464.21		
<b>Current minimum payment</b>	<b>\$6,341.44</b>		
① Total minimum payment due	\$34,762.29		
② Due date	11/21/11		

## Your transactions

TRANS DATE	POST DATE	REFERENCE NUMBER	DESCRIPTION	AMOUNT
10/27	10/27		LATE FEE	\$306.84
10/27	10/27		*FINANCE CHARGE*	6,341.44

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PO BOX 5570  
CLEVELAND OH 44101-0570

Account # [REDACTED]  
New balance \$1,904,318.39  
① Total minimum payment due \$34,762.29  
② Due date 11/21/11

### PAYMENT ENCLOSED

\$   ,    .

JEFFREY M FOSTER  
6201 N KILPATRICK AVE  
CHICAGO IL 60646-5070

Make check payable to:

PNC BANK  
PO BOX 856177  
LOUISVILLE KY 40285-6177

## Terms and conditions

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**Notice To Customers Paying by Check:** When you make a payment with a personal check, you authorize us to use information from your check to make a one-time electronic transfer from your account or to process the payment as a check transaction. This means your account could be debited as early as the same day the payment is received. Your check will no longer be sent to your bank for processing. It will be destroyed and a copy will be retained. Therefore, you will no longer receive the original or a copy of your check back from your bank. Also, the way in which the transaction appears on your bank statement will change. Your statement will now show a line item for an electronic entry initiated by PNC Bank, and will include the check number, payee and the check amount. If you have questions regarding the conversion of your payment to an electronic transfer, please refer to the toll free number on the front of this statement.

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OAS170CE - 10 - 05/17/2011





Account #  
Statement closing date

10/27/11

### Your finance charges

TYPE OF BALANCE	CORRESPONDING ANNUAL PERCENTAGE RATE (APR)	DAILY PERIODIC RATE (MAY VARY)	AVERAGE DAILY BALANCE	FINANCE CHARGE
Purchases	4.00%	0.01095%	\$0.00	\$0.00
Advances	4.00%	0.01095%	\$1,868,151.55	\$6,341.44

Blended APR: 4.00%  
Days in billing cycle: 31

Important information - please read

Your account is currently closed.



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[pnc.com/options](http://pnc.com/options) where we may have payment options for  
 you, or call 1-866-622-2657 ext 44700.

## Home equity line of credit

Account #	[REDACTED]
Statement closing date	11/25/11
New balance	\$1,910,567.77
Total minimum payment due	\$40,694.60
Due date	12/20/11

### Questions?

[pnc.com/homeequityonline](http://pnc.com/homeequityonline)  
 1-866-622-2657

### Your account summary

Previous balance	\$1,904,318.39	Total credit limit	\$1,890,000.00
Payment received	\$0.00	Total available credit	\$0.00
Purchases	\$0.00		
Advances	\$0.00		
Late and overlimit fees	\$317.07		
Finance charges	\$5,932.31		
Credits	\$0.00		
<b>New balance</b>	<b>\$1,910,567.77</b>		
Past due amount - due now	\$6,341.44		
Past due 30 days - due now	\$6,341.44		
Past due 60 days - due now	\$6,136.88		
Past due 90 days - due now	\$6,341.44		
Past due 120 days - due now	\$6,136.88		
Past due 150 days - due now	\$3,464.21		
<b>Current minimum payment</b>	<b>\$5,932.31</b>		
Total minimum payment due	\$40,694.60		
Due date	12/20/11		

### Your transactions

TRANS DATE	POST DATE	REFERENCE NUMBER	DESCRIPTION	AMOUNT
11/25	11/25		LATE FEE	\$317.07
11/25	11/25		*FINANCE CHARGE*	5,932.31

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PO BOX 5570  
 CLEVELAND OH 44101-0570

Account #	[REDACTED]
New balance	\$1,910,567.77
Total minimum payment due	\$40,694.60
Due date	12/20/11

### PAYMENT ENCLOSED

\$    ,    .

JEFFREY M FOSTER  
 6201 N KILPATRICK AVE  
 CHICAGO IL 60646-5070

Make check payable to:

PNC BANK  
 PO BOX 856177  
 LOUISVILLE KY 40285-6177

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OA5170CE - 10 - 05/17/2011





Account # [REDACTED]  
Statement closing date

11/25/11

## Your finance charges

TYPE OF BALANCE	CORRESPONDING ANNUAL PERCENTAGE RATE (APR)	DAILY PERIODIC RATE (MAY VARY)	AVERAGE DAILY BALANCE	FINANCE CHARGE
Purchases	4.00%	0.01095%	\$0.00	\$0.00
Advances	4.00%	0.01095%	\$1,868,151.55	\$5,932.31

Blended APR: 4.00%  
Days in billing cycle: 29

Important information - please read

Your account is currently closed.



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## Home equity line of credit

Account #	[REDACTED]
Statement closing date	12/27/11
New balance	\$1,910,567.77
⑤ Total minimum payment due	\$40,694.60
⑥ Due date	01/21/12

### Questions?

pnc.com/homeequityonline  
1-866-622-2657

### Your account summary

Previous balance	\$1,910,567.77	Total credit limit	\$1,890,000.00
Payment received	\$0.00	Total available credit	\$0.00
Purchases	\$0.00		
Advances	\$0.00		
Late and overlimit fees	\$0.00		
Finance charges	\$0.00		
Credits	\$0.00		
<b>New balance</b>	<b>\$1,910,567.77</b>		
Past due amount - due now	\$5,932.31		
Past due 30 days - due now	\$6,341.44		
Past due 60 days - due now	\$6,341.44		
Past due 90 days - due now	\$6,136.88		
Past due 120 days - due now	\$6,341.44		
Past due 150 days - due now	\$9,601.09		
<b>Current minimum payment</b>	<b>\$0.00</b>		
<b>⑤ Total minimum payment due</b>	<b>\$40,694.60</b>		
<b>⑥ Due date</b>	<b>01/21/12</b>		

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PO BOX 5570  
CLEVELAND OH 44101-0570

Account # [REDACTED]  
New balance \$1,910,567.77  
⑤ Total minimum payment due \$40,694.60  
⑥ Due date 01/21/12

PAYMENT ENCLOSED  
\$    ,    .

JEFFREY M FOSTER  
6201 N KILPATRICK AVE  
CHICAGO IL 60646-5070

Make check payable to:

PNC BANK  
PO BOX 856177  
LOUISVILLE KY 40285-6177

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OA5170CE - 10 - 05/17/2011



Account # [REDACTED]  
Statement closing date

12/27/11

### Your finance charges

TYPE OF BALANCE	CORRESPONDING ANNUAL PERCENTAGE RATE (APR)	DAILY PERIODIC RATE (MAY VARY)	AVERAGE DAILY BALANCE	FINANCE CHARGE
Purchases	4.00%	0.01095%	\$0.00	\$0.00
Advances	4.00%	0.01095%	\$0.00	\$0.00

Blended APR: 4.00%  
Days in billing cycle: 32

Important information - please read

Your account is currently closed.

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## Home equity line of credit

Account #	[REDACTED]	01/27/12
Statement closing date		\$1,910,567.77
New balance	\$1,910,567.77	
⑤ Minimum payment	\$40,694.60	

⑥ Due date 02/21/12

### Questions?

pnc.com  
1-866-622-2657

## Your account summary

Previous balance	\$1,910,567.77	Total credit limit	\$1,890,000.00
Payment received	\$0.00	Total available credit	\$0.00
Purchases	\$0.00		
Advances	\$0.00		
Late and overlimit fees	\$0.00		
Finance charges	\$0.00		
Credits	\$0.00		
<b>New balance</b>	<b>\$1,910,567.77</b>		
Past due 30 days - due now	\$5,932.31		
Past due 60 days - due now	\$6,341.44		
Past due 90 days - due now	\$6,341.44		
Past due 120 days - due now	\$6,136.88		
Past due 150 days - due now	\$15,942.53		
<b>Current minimum payment</b>	<b>\$0.00</b>		
⑤ Minimum payment	\$40,694.60		
⑥ Due date	02/21/12		

## Your finance charges

TYPE OF BALANCE	CORRESPONDING ANNUAL PERCENTAGE RATE (APR)	DAILY PERIODIC RATE (MAY VARY)	AVERAGE DAILY BALANCE	FINANCE CHARGE
Purchases	4.00%	0.01092%	\$0.00	\$0.00

(continued on next page)

5170 WOG 001 7 18 120127 0 EX PAGE 1 of 3 1 0 4264 6100 L705 OA5170CE



PO BOX 5570  
CLEVELAND OH 44101-0570

Account #	[REDACTED]	\$1,910,567.77
New balance		
⑤ Minimum payment	\$40,694.60	

⑥ Due date 02/21/12

### PAYMENT ENCLOSED

\$    ,    .

JEFFREY M FOSTER  
6201 N KILPATRICK AVE  
CHICAGO IL 60646-5070

Make check payable to:

PNC BANK  
PO BOX 856177  
LOUISVILLE KY 40285-6177

[REDACTED]

## Terms and conditions

**Crediting of Payments:** Payments received by us at PO Box 856177, Louisville, KY 40285-6177 by 5:00 P.M. Eastern Time, will be credited as of that day. Payments received after 5:00 PM Eastern Time, will be credited as of the following day. Do not send cash. The bottom portion of this statement must accompany your payment and be inserted in the envelope provided. The payment address must be placed in the window of the envelope. Do not fold check or bottom portion of this statement. Paper clips, staples, tape, or other correspondence should not be included with your payment. If you fail to follow these payment instructions, the crediting of such payment to your account may be delayed up to 5 days.

**Important Information about Credit Availability:** In order to ensure there is enough time for a payment to clear the account on which it is drawn, we may not make the payment amount available to re-borrow for a period of 10 or 14 days, depending on the amount of the payment and other factors. Even if the payment amount is not available immediately, the payment will be credited on receipt if and as provided in the section called "Crediting of Payments" above.

**Notice To Customers Paying by Check:** When you make a payment with a personal check, you authorize us to use information from your check to make a one-time electronic transfer from your account or to process the payment as a check transaction. This means your account could be debited as early as the same day the payment is received. Your check will no longer be sent to your bank for processing. It will be destroyed and a copy will be retained. Therefore, you will no longer receive the original or a copy of your check back from your bank. Also, the way in which the transaction appears on your bank statement will change. Your statement will now show a line item for an electronic entry initiated by PNC Bank, and will include the check number, payee and the check amount. If you have questions regarding the conversion of your payment to an electronic transfer, please refer to the toll free number on the front of this statement.

**Important Notice Regarding Delinquency Regarding Credit Bureau Reporting:** We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

**Regarding Delinquency Message:** This is an attempt to collect debt (claim) and any information obtained will be used for that purpose.

**Regarding Bankruptcy Message:** The following applies to any recipient of this statement who is entitled to the protections afforded by 11 U.S.C. 362 and 11 U.S.C. 524 of the U.S. Bankruptcy Code. This statement is for informational purposes only. This statement is not a demand for payment or an attempt to collect, assess, or recover a claim against you that arose before the commencement of your case.

**Balance Calculations For Equity Line of Credit, Private Equity, Private and Signature Accounts:** We use the average daily balance to figure finance charges on all account transactions. To get the average daily balance for the line we take the beginning balance of the line each day, add any new advances (including if applicable, any fees (other than annual, late, overlimit fee, cash item and subordination fees) and other debits, and subtract any payments or credits and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the average daily balance.

**For Equity Line of Credit Accounts with a Fixed Rate Lock Option:** To get the average daily balance for a Fixed Rate Lock (FRL), we take the beginning balance on each FRL each day, subtract any payments or credits and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the average daily balance. If the front of your statement shows a daily periodic rate, the finance charge may be determined by (1) multiplying each of the average daily balances by the number of days in the billing cycle, (2) multiplying each of the results by the applicable daily periodic rate, and (3) adding these products together. Your agreement describes how the Annual Percentage Rate is calculated.

**Broker, Construction, Discount, Line Mod, Rate Mod, Rate Buy-Down, Promo Balance Transfer, or Processing Fee Finance Charges:** If a broker fee, construction fee, discount fee, line or rate modification fee, promo balance transfer fee, buy-down fee or processing fee "Finance Charge" is itemized on the front of your statement, that transaction is not included in the finance charge summary section of your statement.

**Lost or Stolen Checks or Cards:** You must immediately report lost or stolen checks or cards by calling the Customer Service number on the front of the statement.

### Billing Rights Summary

**In Case of Errors or Questions About Your Bill:** If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at PNC Bank, P.O. Box 5343, MS # BR-YB58-01-8, Cleveland, OH 44101 as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- Describe the error and explain if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

**Special Rule for Credit Card Purchases:** If you have a problem with the quality of goods or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. You have the protection only when the purchase price was more than \$50 and the purchase was made in your home state or within 100 miles of your current mailing address. (If we own or operate the merchant or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.)

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Account # [REDACTED]  
Statement closing date

01/27/12

Your finance charges (continued)

TYPE OF BALANCE	CORRESPONDING ANNUAL PERCENTAGE RATE (APR)	DAILY PERIODIC RATE (MAY VARY)	AVERAGE DAILY BALANCE	FINANCE CHARGE
Advances	4.00%	0.01092%	\$0.00	\$0.00

Blended APR: 4.00%  
Days in billing cycle: 31

**!** Important information - please read

TOTAL \*FINANCE CHARGE\* PAID IN 2011 \$15204.64

Your account is currently closed.



JEFFREY M FOSTER, your account is past due. Visit [pnc.com/options](http://pnc.com/options) where we may have payment options for you, or call 1-866-622-2657 ext 44700.

## Home equity line of credit

Account #	[REDACTED]
Statement closing date	02/24/12
New balance	\$1,910,567.77
Minimum payment	\$40,694.60
Due date	03/20/12

Questions?

pnc.com  
1-866-622-2657

### Your account summary

Previous balance	\$1,910,567.77	Total credit limit	\$1,890,000.00
Payment received	\$0.00	Total available credit	\$0.00
Purchases	\$0.00		
Advances	\$0.00		
Late and overlimit fees	\$0.00		
Finance charges	\$0.00		
Credits	\$0.00		
<b>New balance</b>	<b>\$1,910,567.77</b>		
Past due 60 days - due now	\$5,932.31		
Past due 90 days - due now	\$6,341.44		
Past due 120 days - due now	\$6,341.44		
Past due 150 days - due now	\$22,079.41		
Current minimum payment	\$0.00		
Minimum payment	\$40,694.60		
Due date	03/20/12		

### Your finance charges

TYPE OF BALANCE	CORRESPONDING ANNUAL PERCENTAGE RATE (APR)		DAILY PERIODIC RATE (MAY VARY)	AVERAGE DAILY BALANCE	FINANCE CHARGE
	4.00%	0.01092%			
Purchases				\$0.00	\$0.00

(continued on next page)

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PO BOX 5570  
CLEVELAND OH 44101-0570

Account #	[REDACTED]
New balance	\$1,910,567.77
Minimum payment	\$40,694.60
Due date	03/20/12

PAYMENT ENCLOSED

\$    ,    .

JEFFREY M FOSTER  
6201 N KILPATRICK AVE  
CHICAGO IL 60646-5070

Make check payable to:

PNC BANK  
PO BOX 856177  
LOUISVILLE KY 40285-6177

|||||

|||||

## Terms and conditions

**Crediting of Payments:** Payments received by us at P.O. Box 856177, Louisville, KY 40285-6177 by 5:00 PM Eastern Time, will be credited as of that day. Payments received after 5:00 PM Eastern Time, will be credited as of the following day. Do not send cash. The bottom portion of this statement must accompany your payment and be inserted in the envelope provided. The payment address must be placed in the window of the envelope. Do not fold check or bottom portion of this statement. Paper clips, staples, tape, or other correspondence should not be included with your payment. If you fail to follow these payment instructions, the crediting of such payment to your account may be delayed up to 5 days.

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**Notice To Customers Paying by Check:** When you make a payment with a personal check, you authorize us to use information from your check to make a one-time electronic transfer from your account or to process the payment as a check transaction. This means your account could be debited as early as the same day the payment is received. Your check will no longer be sent to your bank for processing. It will be destroyed and a copy will be retained. Therefore, you will no longer receive the original or a copy of your check back from your bank. Also, the way in which the transaction appears on your bank statement will change. Your statement will now show a line item for an electronic entry initiated by PNC Bank, and will include the check number, payee and the check amount. If you have questions regarding the conversion of your payment to an electronic transfer, please refer to the toll free number on the front of this statement.

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**Balance Calculations For Equity Line of Credit, Private Equity, Private and Signature Accounts:** We use the average daily balance to figure finance charges on all Account transactions. To get the average daily balance for the Line we take the beginning balance of the Line each day, add any new Advances including if applicable, any fees (other than annual, late, overlimit fee, cash item and subordination fees) and other debits, and subtract any payments or credits and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the average daily balance.

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**Broker, Construction, Discount, Line Mod, Rate Mod, Rate Buy-Down, Promo Balance Transfer, or Processing Fee Finance Charges:** If a broker fee, construction fee, discount fee, line or rate modification fee, promo balance transfer fee, buy-down fee or processing fee "Finance Charge" is itemized on the front of your statement, that transaction is not included in the finance charge summary section of your statement.

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- Your name and account number
- The dollar amount of the suspected error
- Describe the error and explain if you can, why you believe there is an error. If you need more information, describe the item you are unsure about

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

**Special Rule for Credit Card Purchases:** If you have a problem with the quality of goods or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than \$50 and the purchase was made in your home state or within 100 miles of your current mailing address. (If we own or operate the merchant or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.)

OAS170CE - 10 - 05/17/2011





Account #  
Statement closing date

[REDACTED]  
02/24/12

Your finance charges (continued)

TYPE OF BALANCE	CORRESPONDING ANNUAL PERCENTAGE	DAILY PERIODIC RATE (APR) (MAY VARY)	AVERAGE DAILY BALANCE	FINANCE CHARGE
Advances	4.00%	0.01092%	\$0.00	\$0.00

Blended APR: 4.00%  
Days in billing cycle: 28

**!** Important information - please read

TOTAL \*FINANCE CHARGE\* PAID IN 2011 \$15204.64

Your account is currently closed.

# **EXHIBIT 7**

Request this dispute response to:										Date: 01-17-2012		
Equifax 1550 Peachtree St/Atlanta,GA 30309										Control #: 99992017002725066		
FAX #: (678) 795-7895										FCRA Response Due Date: 02-06-2012		
Account Number: <b>Redacted</b>										Response Date: 01-19-2012		
Subscriber Code: PNC Bank (NC)/667BB37264										Response Code: 02:Modify account information as indicated		
On the lines below, S indicates all Response elements are the Same as in the Request; U indicates all are Unknown; otherwise D indicates one or more are Different or Unknown												
Requester Data										Response Data		
Name:	JEFFREY	M	FOSTER		S	Name:	JEFFREY	M	FOSTER			
Address: 6201 N KILPATRICK AVE,CHICAGO,IL,60646					S	Address:						
Prev. Name:	JEFF	M	FOSTER		U	Prev. Name:						
Prev. Address: 3716 N MAGNOLIA AV FL 3,CHICAGO,IL,60613					U	Prev. Address:						
SSN: <b>Redacted</b>					S	SSN:						
DOB: <b>Redacted</b>					S	DOB:						
Telephone Number:						Telephone Number:						
2 <sup>nd</sup> Prev. Address: 56 FIESTA WAY,FORT LAUDERDALE,FL,33301												
Consumer States/Comments:												
Dispute Code 1:	112:Consumer states inaccurate information. Provide or confirm complete ID and account information.											
Dispute Code 2:												
FCRA Relevant Information:												
Account Status	Pay. Rate	MOP	Cond./Curren. Status			Date Opened	Balance	Amount Past Due	High Cr./Org.	Credit Limit	Original Charge-Off Amount	
83		05				06-01-2006	\$1910567	\$34762	\$1910567	\$1890000		
84						06-05-2006	\$1910567	\$40694	\$1910567	\$1890000		
Account Type	Interest Type	Port. Type	Term Dur.	Freq.	Date of Account Information	Date Closed	Date of Last Payment	Sch. Payment	ECOA	CII	FCRA DOFD	
6D		C	LOC	M	11-01-2011	04-01-2009	09-01-2011	\$5932	1		05-01-2011	
89		C	LOC	M	01-19-2012	04-06-2009	09-01-2011		1		05-27-2011	
Compliance Condition Code		SCC	Original Cr. Name					Original Cr. Class	Spec. Payment Ind.	Deferred Start Date	Balloon Date	Balloon Amount
		M										
		M										
Agency ID		Sec. Marketing Agency Account #			Mortgage ID			Actual Payment	Portfolio Indicator	Purchased from/Sold to		
								\$3006				
Remarks: CLOSED ACCOUNT										DF Contact #:		
Account History Request												
-	-	4	3	2	2	1	0	0	0	0	-	
0	0	0	0	0	0	0	0	0	0	-	-	
0	0	0	0	0	0	0	0	0	0	-	-	
0	0	0	0	D	D	D	D	D	D	-	-	
D	D	D	D	D	D	D	D	D	D	-	-	
D	D	D	D	D	B	-	-	-	-	-	-	
-	-	-	-	-	-	-	-	-	-	-	-	
Associated Consumer 1												
Name:						Associated Consumer 2						
Address:						Address:						
SSN:				DOB:		SSN:				DOB:		
Telephone Number:						Telephone Number:						
ECOA/Consumer Information Indicator: /						ECOA/Consumer Information Indicator: /						

Authorized Signature: Eric Choy  
 Date: 01-19-2012

Tel#: (412) 762-8288

When you sign this form, you certify that you have verified the accuracy of the entire item in compliance with all legal requirements and that your computer and/or manual records will be adjusted to reflect changes noted above.

# **EXHIBIT 8**

Page: 1 Document Name: Christine

**CMM**

037 RYE 031312 C HOLLAND @ BR-YB58-01-3 PER REQUEST  
 036 MA2 030912 C COMPLETED STATEMENT RQST 01/11-12/11 B EVANS  
 035 MS9 030712 C RCVD STMT REQ 1/11-12/11 / B EVANS  
 034 RYE 030612 C STATEMENTS ORDERED FOR 1/11 TO 12/11 UPON RECPT SEND TO  
 033 RYE 030612 C RANDY HOLLAND PER REQUESTOR L. LEWIS  
 032 ECH 011912 C \*RCVD EOSCAR DISPUTE FROM JEFFREY STATING INACCURATE INFO. RVWD  
 031 ECH 011912 C \*IN FDR. UPDATED ACCT STATUS FROM REPORTING AS 150DPD TO 180DPD  
 030 ECH 011912 C \*. ADDED LAST PYT AMNT. CORRECT BALANCE OWING. ACCT IS REVOKED.  
 029 ECH 011912 C \*DID NOT CODE DISPUTED.  
 028 010212 N ANNUAL NM-011 NEW APR = 04.000 PREV APR = 04.000  
 027 120511 N MQA5PWD NM57 MSQ=0001 CR BUREAU FLAG OLD FIELD= 1 NEW FIELD= Z  
 026 080911 N CAX8 NM-056 BUSINESS PHONE CHANGED FROM: 7734043595 15:32  
 025 080911 N CAX8 NM-037 HOME PHONE CHANGED FROM: 7732837515 15:32  
 024 080911 N \*F311GXR NM-180 CLEAR DELQ RETAIN HISTORY  
 023 BZB 080811 C 04 REV 7/29 PMT \$3006.00 CK# 1270 PER NSF  
 022 080811 J F28EBZB TC272 BTID Q1 AM0000000300600 AM20000000000000C  
 021 062611 N AUTONM NM-197 LETTER = 0798  
 020 062611 N ACS DA NM-028 NEW REASON CODE = 04OLD REASON CODE = 95  
 019 062611 N ACS DA NM-016 = E; PREV STATUS = F  
 018 060311 N PYMT AM: 3006 PAYMENT NOT FLOATED DATE 20110603  
 017 042411 N PYMT AM: 3005 PAYMENT NOT FLOATED DATE 20110424

**TRANSACTION COMPLETED****MEMONTRY 10**

Screen Help | Print | View Report | Export CSV

ACDV Details - Selection Criteria			
ACDV Control Number:	99992017002725066		
Company Name:	PNC Bank (NC)	Response Code:	02:Modify account information as indicated
Company Address:	2730 Liberty Ave	Response Date:	01-19-2012
City / State / Zip:	Pittsburgh,PA 15222	Response Due Date:	02-06-2012
Responder Name:	Eric Choy	ACDV Control Number:	99992017002725066
Responder Phone Number:	(412) 762-8288	Consumer SSN:	<b>Redacted</b>
Processing Status:	Closed		
Dispute Code 1:	112:Consumer states inaccurate information. Provide or confirm complete ID and account information.		
Dispute Code 2:	-		
FCRA Relevant Information:	-		
<a href="#">Consumer Information</a>   <a href="#">Account Information</a>   <a href="#">Associated Consumer Information</a>			
<b>Consumer Information</b>			
	Original	Response	Verification Indicator
Last Name	FOSTER	FOSTER	Same
First Name	JEFFREY	JEFFREY	Same
Middle Name	M	M	Same
Generation Code	-	-	-
Previous Last Name	FOSTER	-	Unkn
Previous First Name	JEFF	-	Unkn
Previous Middle Name	M	-	Unkn
Previous Generation Code	-	-	-
SSN	358 56-2284	-	Same
Date of Birth	12-26-1960	-	Same
Telephone Number	-	-	-
ECOA Code	1:Individual	1:Individual	-
Street Address	6201 N KILPATRICK AVE	-	Same
City	CHICAGO	-	-
State	IL:Illinois	-	-
Zip	60646	-	-
Previous Street Address	3716 N MAGNOLIA AV FL 3	-	Unkn
Previous City	CHICAGO	-	-
Previous State	IL:Illinois	-	-
Previous Zip	60613	-	-
2 <sup>nd</sup> Previous Street Address	56 FIESTA WAY		
2 <sup>nd</sup> Previous City	FORT LAUDERDALE		
2 <sup>nd</sup> Previous State	FL:Florida		
2 <sup>nd</sup> Previous Zip	33301		

# **EXHIBIT 9**



PNC Bank  
P.O. Box 5570  
Brecksville, OH 44101-0570

Date: October 19, 2011

Jeffrey M Foster  
6201 N Kilpatrick Ave  
Chicago, IL 60646-5070

Re: Account No: **Redacted** ("Account")  
Property: 6201 N Kilpatrick Avenue, Chicago, IL 60646. ("Property")

### GRACE PERIOD NOTICE

**YOUR LOAN IS MORE THAN 30 DAYS PAST DUE. YOU MAY BE EXPERIENCING FINANCIAL DIFFICULTY. IT MAY BE IN YOUR BEST INTEREST TO SEEK APPROVED HOUSING COUNSELING. YOU HAVE A GRACE PERIOD OF 30 DAYS FROM THE DATE OF THIS NOTICE TO OBTAIN APPROVED HOUSING COUNSELING. DURING THE GRACE PERIOD, THE LAW PROHIBITS US FROM TAKING ANY LEGAL ACTION AGAINST YOU. YOU MAY BE ENTITLED TO AN ADDITIONAL 30 DAY GRACE PERIOD IF YOU OBTAIN HOUSING COUNSELING FROM AN APPROVED HOUSING COUNSELING AGENCY. A LIST OF APPROVED COUNSELING AGENCIES MAY BE OBTAINED FROM THE ILLINOIS DEPARTMENT OF FINANCIAL AND PROFESSIONAL REGULATION.**

The consumer hotline number of the Illinois Department of Financial and Professional Regulation is 800-532-8785.

The website address of the Illinois Department of Financial and Professional Regulation is <http://www.idfrpr.com/>.

The phone number for PNC Bank is 1-866-622-2657 Ext. 66696.

The fax number for PNC Bank is 1-440-546-6668.

The mailing address for PNC Bank is:

PNC Bank  
Attn: Default Real Estate  
Loc. BR-YB58-01-3  
6750 Miller Road  
Brecksville, OH 44141

Notice: See Reverse Side for Important Information

**The separate laws of Connecticut, the District of Columbia, New York City, North Carolina and Vermont each require that their respective residents be furnished with this notice:**

**This is an attempt to collect a debt. Any information obtained will be used for that purpose.**

**This paragraph is a special notice to our customers who have filed a petition for protection under the United States Bankruptcy Code. Unless you have signed a reaffirmation agreement with PNC Bank, and that agreement has been filed with the bankruptcy court (and not subsequently rescinded or disallowed in accordance with the Bankruptcy Code), you should disregard all portions of this letter which state or suggest that you still have a personal liability to pay PNC Bank. You may wish to consult with an attorney regarding this letter, your bankruptcy and the ability of PNC Bank to enforce its lien on the collateral. If you have obtained a discharge under the Bankruptcy Code this letter is for informational purposes or to protect our interests in the collateral.**

# **EXHIBIT 10**

BROOKLYN HTS, OH  
216.739.5100  
**CHICAGO, IL**  
312.782.9676  
**CINCINNATI, OH**  
513.723.2200  
**CLEVELAND, OH**  
216.685.1000  
**FT. LAUDERDALE, FL**  
954.740.5200

**WELTMAN, WEINBERG & REIS CO., L.P.A.**  
Attorneys at Law

180 N. LaSalle Street Suite 2400  
Chicago, IL 60601  
312-782-9676  
[www.realestatedefaultgroup.com](http://www.realestatedefaultgroup.com)

**COLUMBUS, OH**  
1.800.910.4249  
**DETROIT, MI**  
248.362.6100  
**GROVE CITY, OH**  
614.801.2600  
**PHILADELPHIA, PA**  
215.599.1500  
**PITTSBURGH, PA**  
412.434.7955

April 24, 2012

Jeffrey M. Foster  
6201 N Kilpatrick Ave  
Chicago, IL 60646

**VIA FIRST CLASS MAIL**

Re:     Loan # **Redacted**  
          WWR File # 10095840  
Property Address: 6201 N Kilpatrick Ave, Chicago, IL 60646

**THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE**

Dear Jeffrey M. Foster:

This firm has been retained by PNC Bank, NA (hereinafter referred to as "the Creditor") and is authorized by the Creditor of the above-referenced home loan to contact you regarding the status of your account. This firm is relying on information provided by the Creditor, and **important data regarding that information is found on page one of two of this document.**

You are hereby provided formal notice that you are in default under the terms and conditions of the Note and Security Instrument (i.e. Deed of Trust, Mortgage, etc.) dated June 22, 2006, for failure to pay the required installments when due with regard to the above-mentioned loan.

This letter serves as further notice that PNC Bank, NA intends to enforce the provisions of the Note and Security Instrument. You must pay the full amount of the default on this loan in the amount of \$41,022.60 by the thirtieth day (30<sup>th</sup>) day from the date of this letter, which is May 24, 2012 (or if said date falls on a Saturday, Sunday or legal holiday, then on the first business day thereafter), or call the Creditor to work out arrangements for payment. If you do neither of those things, the Creditor shall accelerate the entire sum of both principal and interest immediately due and payable, and invoke any and all remedies provided for the Note and Security Instrument, including but not limited to foreclosure sale of the property.

You are hereby informed that you have the right to "cure" or reinstate the loan after acceleration and the right to assert in the foreclosure proceeding the non-existence or a default or any other defense you may have to acceleration and sale.

**IMPORTANT INFORMATION CONTAINED ON PAGE TWO**

The amount of **default** is the sum of payments that have come and due on and after the date of default June 21, 2011, plus late charges, periodic adjustments to the payment amount (if applicable) and expenses of collection, all of which total \$41,022.60. In addition, any advances made by the Creditor to protect its lien position must be added to the total amount necessary to cure the default. In the event that there are delinquent property taxes outstanding on the secured property, the Creditor may require proof that those taxes have been paid in full before the loan can reinstate. Any partial payments received may be applied to the loan, but will not constitute a waiver of the requirement to completely cure the breach in order to avoid acceleration and foreclosure.

This law firm is a debt collector attempting to collect this debt for our client and any information obtained will be used for that purpose. Unless you dispute the validity of this debt, or any portion thereof, within thirty (30) days of receipt of this letter, we will assume that the debt is valid. If you notify us in writing within the thirty (30) day period that the debt, or any portion thereof, is disputed, we will obtain verification of the debt and mail you a copy. If you request in writing within the thirty (30) day period, we will provide you with the name and address of the original creditor if different from the current creditor.

If, at the time, you make a written request to this law firm not to be contacted by telephone at your place of employment, we will not do so. If, at any time, you make a written request to this law firm not to contact you, we will not do so, except by legal action.

You are notified that this default and any other legal action that may occur as a result thereof may be reported to one or more local and national credit reporting agencies by the Creditor.

PNC Bank, NA requires that all payments must be made in certified funds, cashier's check or money order(s) payable and mailed to Weltman, Weinberg & Reis Co., L.P.A., 180 N. LaSalle Street Suite 2400, Chicago, IL 60601.

The matters discussed herein are of extreme importance. We trust you will give them your immediate attention. If you should have any questions, please do not hesitate to contact the undersigned.

Very truly yours,

Neil Dhawan

# **EXHIBIT 11**

**Redacted**

PAY3	Redacted	4	AS-OFF 06/01/19 PAYOFF FEES AND PERDIEM	05/23/19 09:27:48
-----				
----- TOTAL PER DIEM INTEREST - ASSESS WAIVE ----- ADDITIONAL FEES -----				
FROM	AMOUNT	N	N 1	.00
06/01/19	.00	N	N 2	.00
		N	N 3	.00
		N	N 4	.00
		N	N 5	.00
		N	N 6	.00
		N	N 7	.00
		N	N 8	.00
		N	1,711.62	ACCUM LATE CHARGES
WAIVE N	.00	COST RECAP DUE	N	.00 ACCUM NSF CHARGES
			N	.00 OTHER FEES DUE
----- MEMO ITEMS -----				
PAYMENT L/C	296.62	TYP 33 ST IL CNTY 031	INV M33	692
-----* ADDITIONAL MESSAGES *-----				
--SPOC=-	PRESS PF14 FOR MEMOS			
CSPAY1:	PAYOFF REQUEST			
FORLIT:	ACTIVE FORECLOSURE/BANKRUPTCY/REO FILE			
RTNORG:	REQUEST ORIGINAL DOCS RETURNED			
ACTIVE FORECLOSURE	USES CONSUMER KPLO PMT LOGIC OPTIONS			
-----				
R/E SECURED ACCOUNT - NO R/E PAYO OPTION SET				

**Redacted**

PAY4 <b>Redacted</b>	AS-OF 06/01/19	PAYOUT CALCULATION TOTALS 05/23/19 09:27:55
NAME JM FOSTER	CONTACT NAME JEFFREY M FOSTER	
<hr/>		
PRINCIPAL BALANCE	1,868,151.55	----- INTEREST CHARGES -----
INTEREST 06/01/19	.00	CALC INT FROM AMOUNT
PRO RATA MIP/PMI	.00	06/20/12 .00
ESCROW ADVANCE	.00	05/23/19 .00
ESCROW BALANCE	.00	05/24/19 .00
SUSPENSE BALANCE	.00	06/01/19
HUD BALANCE	.00	
REPLACEMENT RESERVE	.00	PF13 FOR SEGMENT DETAIL
RESTRICTED ESCROW	.00	
TOTAL-FEES	.00	PF8 FOR ADDITIONAL BALANCES
ACCUM LATE CHARGES	1,711.62	
ACCUM NSF CHARGES	.00	
OTHER FEES DUE	.00	
PENALTY INTEREST	.00	
FLAT/OTHER PENALTY FEE	.00	TOTAL INTEREST .00
CR LIFE/ORIG FEE RBATE	.00	TOTAL TO PAYOFF 1,869,863.17
RECOVERABLE BALANCE	.00	NUMBER OF COPIES: 1 PRESS PF1 TO PRINT TOTAL PAGE 2 .00
<hr/>		

**Redacted**

PAY4 <b>Redacted</b>	AS-OF 06/01/19 PAYOFF CALCULATION TOTALS 05/23/19 09:27:55
NAME JM FOSTER	CONTACT NAME JEFFREY M FOSTER

RREM DEFERRED FEE	.00	***** INFORMATION ONLY *****
COST RECAPTURE DUE	.00	AMOUNTS INCLUDED IN PAYOFF ELEMENTS
		RREM DEFERRED INT .00
		PRINCIPAL DEFERMENT .00
		*****

TOTAL PAGE 1	1,869,863.17
PAGE 2	.00
TOTAL TO PAYOFF	1,869,863.17

FEE CODE DESCRIPTION	DATE ASSESSED	DATE AMOUNT	DATE PAID	DATE AMOUNT	WAIVED	AMOUNT
1 LATE CHARGE FEE	02-26-18	1711.62				
NET	1711.62	TOTALS	1711.62	0		0